

SERFF Tracking Number: INGD-126322981 State: Arkansas
Filing Company: ING Life Insurance and Annuity Company State Tracking Number: 44101
Company Tracking Number: G-FP3-09
TOI: A02G Group Annuities - Deferred Non-variable Sub-TOI: A02G.002 Flexible Premium
Product Name: G-FP3-09
Project Name/Number: /

Filing at a Glance

Company: ING Life Insurance and Annuity Company

| | | |
|---|--------------------------------------|-------------------------------------|
| Product Name: G-FP3-09 | SERFF Tr Num: INGD-126322981 | State: Arkansas |
| TOI: A02G Group Annuities - Deferred Non-variable | SERFF Status: Closed-Approved-Closed | State Tr Num: 44101 |
| Sub-TOI: A02G.002 Flexible Premium | Co Tr Num: G-FP3-09 | State Status: Approved-Closed |
| Filing Type: Form | Author: Nancy Pare | Reviewer(s): Linda Bird |
| | Date Submitted: 11/13/2009 | Disposition Date: 11/18/2009 |
| | | Disposition Status: Approved-Closed |
| | | Implementation Date: |

Implementation Date Requested: On Approval

State Filing Description:

General Information

| | |
|--|---|
| Project Name: | Status of Filing in Domicile: Pending |
| Project Number: | Date Approved in Domicile: |
| Requested Filing Mode: Review & Approval | Domicile Status Comments: This filing was submitted simultaneously in Connecticut, our state of domicile. |
| Explanation for Combination/Other: | Market Type: Group |
| Submission Type: New Submission | Group Market Size: Small and Large |
| Overall Rate Impact: | Group Market Type: Employer |
| Filing Status Changed: 11/18/2009 | Explanation for Other Group Market Type: |
| | State Status Changed: 11/18/2009 |
| Deemer Date: | Created By: Nancy Pare |
| Submitted By: Nancy Pare | Corresponding Filing Tracking Number: |
| Filing Description: | |
| RE: ING Life Insurance and Annuity Company | |
| NAIC #229-86509, FEIN # 71-0294708 | |
| Group Annuity Contract and Certificate: G-FP3-09 and CERT-FP3-09 | |

ING Life Insurance and Annuity Company (ILIAC) is submitting the above-captioned Group Annuity forms for the Department's review and approval. The forms are new and contain no unusual or possibly controversial items from normal company or industry standards.

| | | | |
|--------------------------|--|------------------------|---------------------------|
| SERFF Tracking Number: | INGD-126322981 | State: | Arkansas |
| Filing Company: | ING Life Insurance and Annuity Company | State Tracking Number: | 44101 |
| Company Tracking Number: | G-FP3-09 | | |
| TOI: | A02G Group Annuities - Deferred Non-variable | Sub-TOI: | A02G.002 Flexible Premium |
| Product Name: | G-FP3-09 | | |
| Project Name/Number: | / | | |

The contract is a group, fixed deferred annuity, an obligation of ILIAC's General Account. This contract will be sold through licensed agents who are appointed by ILIAC. It may be offered as the stable value option in a program for 401, 403(b) and 457 plans that may include a custodial account or trust arrangement between an employer/plan sponsor, ING National Trust Company and ILIAC. The contract will be issued for use with retirement plans governed by Internal Revenue Code Sections 401, 403(b) and 457, in both the ERISA and non-ERISA markets. The certificate is nearly identical to the contract and will be issued to Participants when and as required.

Forms G-FP3-09 and CERT-FP3-09 are similar to forms G-FP3-01 and CERT-FP3-01, previously approved by the Department on 01/02/02. The major updates are contained in the following sections: minimum guaranteed interest rate, mortality table and annuity payout section. The form also includes Internal Revenue Code updates that have occurred in the last 10 years.

The contract provides for a Fixed Plus Account Minimum Guaranteed Interest Rate throughout the accumulation period (i.e., prior to annuitization) in accordance with the NAIC Model Standard Nonforfeiture Law for Individual Deferred Annuities (SNLIDA). The rate will be determined based on the five-year Constant Maturity Treasury Rate and the formula described in the nonforfeiture law. We reserve the right to set contractual minimum guaranteed interest rates at a rate that is higher than the resulting SNLIDA rate. In addition, the Company would like to have the option to sell new contracts that will utilize the annual reset methodology described in the Standard Nonforfeiture Law, as outlined in the attached Statement of Variability.

We have designed this product to allow us to be responsive to the needs of our customers. Contract features are described in the enclosed Statement of Variability as well as in the forms themselves. As explained below, contract provisions will vary – through the use of a schedule – depending on the Code section under which the contract is issued.

Use of contract schedules and bracketing:

The contract form features two schedules – Schedule I for the accumulation phase and Schedule II for the annuity phase. Schedule I allows us to use one contract for several markets in two ways. First, since these forms are intended for use with retirement plans under different sections of the Internal Revenue Code, the schedules will include language appropriate for the type of plan. Secondly, the bracketed provisions may be included or omitted, as appropriate, and the bracketed values may be reduced to allow us to use the single contract for different classes of business.

The attached Statement of Variability describes our proposed language variations for the Contract Schedules and explains any variations in bracketed values. All bracketed charges indicated on Contract Schedules I and II are the maximums or "worst case" charges and are described in the Statement of Variability. We are seeking approval to lower the charges, if appropriate to do so in the future, without the necessity of re-filing and understand that any future proposal to increase the bracketed charges would require an additional filing and state approval. Any reduction in

SERFF Tracking Number: INGD-126322981 State: Arkansas
Filing Company: ING Life Insurance and Annuity Company State Tracking Number: 44101
Company Tracking Number: G-FP3-09
TOI: A02G Group Annuities - Deferred Non-variable Sub-TOI: A02G.002 Flexible Premium
Product Name: G-FP3-09
Project Name/Number: /

charges would be determined by class of business, Plan type and asset-based criteria according to rules that may change over time but will be equitably and uniformly applied at all times. Bracketed values other than charges (e.g., the [20%] "Fixed Plus Account Annual Transfer and Partial Withdrawal Limit") are also described in the Statement of Variability. For such values, we similarly reserve the right to issue the contract with a value other than the one stated in the contract forms submitted herein. However, we certify that such substituted values will be more favorable for the contract holder and/or the Participant (as applicable). The Fixed Plus Account Minimum Guaranteed Interest Rate is displayed within brackets on Contract Schedule I, to indicate that the rate will be established in accordance with the Standard Nonforfeiture Law. At the time of contract issuance, the actual minimum guaranteed rate will be displayed on the Contract Schedule I, and that rate will be between 1% and 3% (inclusive).

In summary, the use of the bracketed Contract Schedules will vary among Plans and may depend upon Plan characteristics and Contract Holder preference. However, please accept this letter as our certification that we will at all times administer the Schedules uniformly and consistently and in a manner that is not unfairly discriminatory.

We would like to request that Form No. E-403bTERM-08, Code Section 403b Paid Up Annuity Endorsement, approved by the Department on 08/01/08 be used with the contract and certificate. This endorsement is used only in the event of a plan termination.

The group annuity application we plan to use for this contract is 300-MOP-02, which was previously approved by the Department on 05/07/02.

The contract and certificate are submitted in final printed form, subject to only minor modification in paper stock, ink, border, company logo, adaptation to computer printing and the possible inclusion of a barcode.

If you have any questions or require any additional information, please do not hesitate to contact me at (860) 580-2829, toll free at (800) 654-8065 (Ext. 580-2829) or by email at nancy.pare@us.ing.com.

Thank you for your consideration.

Company and Contact

Filing Contact Information

| | |
|---------------------------------|--|
| Nancy Pare, Contract Consultant | Nancy.Pare@us.ing.com |
| One Orange Way | 860-580-2829 [Phone] |
| Windsor, CT 06095 | 860-580-4842 [FAX] |

Filing Company Information

| | | |
|--|-----------------|--------------------------------|
| ING Life Insurance and Annuity Company | CoCode: 86509 | State of Domicile: Connecticut |
| One Orange Way | Group Code: 229 | Company Type: |

SERFF Tracking Number: *INGD-126322981* State: *Arkansas*
Filing Company: *ING Life Insurance and Annuity Company* State Tracking Number: *44101*
Company Tracking Number: *G-FP3-09*
TOI: *A02G Group Annuities - Deferred Non-variable* Sub-TOI: *A02G.002 Flexible Premium*
Product Name: *G-FP3-09*
Project Name/Number: /

Correspondence Summary

Dispositions

| Status | Created By | Created On | Date Submitted |
|-----------------|------------|------------|----------------|
| Approved-Closed | Linda Bird | 11/18/2009 | 11/18/2009 |

SERFF Tracking Number: *INGD-126322981* *State:* *Arkansas*
Filing Company: *ING Life Insurance and Annuity Company* *State Tracking Number:* *44101*
Company Tracking Number: *G-FP3-09*
TOI: *A02G Group Annuities - Deferred Non-variable* *Sub-TOI:* *A02G.002 Flexible Premium*
Product Name: *G-FP3-09*
Project Name/Number: /

Disposition

Disposition Date: 11/18/2009

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

| Schedule | Schedule Item | Schedule Item Status | Public Access |
|---------------------|---|----------------------|---------------|
| Supporting Document | Flesch Certification | | Yes |
| Supporting Document | Application | | Yes |
| Supporting Document | Life & Annuity - Actuarial Memo | | No |
| Supporting Document | Statement of Variability | | Yes |
| Supporting Document | Actuarial Memorandum | | No |
| Form | Group, Fixed, Deferred Annuity Contract | | Yes |
| Form | Certificate of Group Annuity Coverage | | Yes |

Form Schedule

| Schedule Item | Form Number | Form Type | Form Name | Action | Action Specific Data | Readability | Attachment |
|---------------|-------------|-----------------------------|---|---------|----------------------|-------------|-----------------|
| Status | G-FP3-09 | Policy/Contract Certificate | Group, Fixed, Deferred Annuity Contract | Initial | | 0.000 | G-FP3-09.pdf |
| | CERT-FP3-09 | Certificate | Certificate of Group Annuity Coverage | Initial | | 0.000 | CERT-FP3-09.pdf |



ING Life Insurance and Annuity Company

One Orange Way
Windsor, Connecticut 06095-4774
800-584-6001

If you have questions about the Contract, call the toll-free number shown above.

Group, Fixed, Deferred Annuity Contract (Nonparticipating)

ING Life Insurance and Annuity Company (ILIAC), a stock company, will pay benefits according to the terms and conditions set forth in this Contract. This Contract is delivered in [STATE] and is subject to the laws of that jurisdiction.

Please read this Contract carefully. It states the Company's contractual rights and obligations as well as the rights and obligations of the Contract Holder and Participants.

Specifications

Plan
[SPECIMEN]

Type of Plan
[SPECIMEN]

Contract Holder
[SPECIMEN]

Group Annuity Contract Number
[SPECIMEN]

Contract Effective Date
[SPECIMEN]

Right to Cancel

The Contract Holder may cancel this Contract within 10 calendar days of receiving it by returning it to the Company at the address shown above, or to the agent from whom it was purchased. Within seven calendar days of receiving the cancellation request at its Home Office, the Company will return any Contributions received.

Signed at the Home Office on the Effective Date.

President

Secretary

Table of Contents

| | Page |
|---|----------------|
| Contract Schedule I. Accumulation Phase | SI - 1 |
| Contract Schedule II. Annuity Phase | SII - 1 |
| Definitions | 1 |
| Section 1. General Contract Provisions | 3 |
| 1.01 Entire Contract | 3 |
| 1.02 Nonparticipating Contract | 3 |
| 1.03 Control of Contract | 3 |
| 1.04 Certificate | 3 |
| 1.05 Incontestability | 3 |
| 1.06 Grace Period | 3 |
| 1.07 Change of Contract | 3 |
| 1.08 Payments | 4 |
| 1.09 Deferral of Payment | 4 |
| 1.10 Proof of Age | 4 |
| 1.11 Evidence of Survival | 4 |
| 1.12 Misstatements and Adjustments | 4 |
| 1.13 Reports | 4 |
| 1.14 State Laws | 4 |
| 1.15 Claims of Creditors | 4 |
| 1.16 Maintenance Fee | 4 |
| 1.17 Charges for Additional Services | 5 |
| 1.18 Deduction of Plan Fees | 5 |
| 1.19 Plan Administration Subsidy..... | 5 |
| 1.20 Recodification | 5 |
| Part I. Accumulation Phase | 5 |
| Section 2. Contributions and Individual Account Value | 5 |
| 2.01 Contributions | 5 |
| 2.02 Rollovers | 6 |
| 2.03 Premium Tax | 6 |
| 2.04 Individual Account | 6 |
| 2.05 Experience Credit | 6 |
| 2.06 Individual Account Value | 6 |
| Section 3. Fixed Plus Account | 6 |
| 3.01 Fixed Plus Account Minimum Guaranteed Interest Rate | 6 |
| 3.02 Transfers from the Fixed Plus Account | 6 |
| 3.03 Partial Withdrawals from the Fixed Plus Account | 7 |
| 3.04 Full Withdrawal of the Total Amount in the Fixed Plus Account | 7 |
| 3.05 Waiver of Fixed Plus Account Full Withdrawal Provision | 8 |
| 3.06 Equity Wash Restrictions and Limitations Option (for Participants) | 8 |
| Section 4. Withdrawals and Distributions | 9 |
| 4.01 General Withdrawal Provisions | 9 |
| 4.02 Withdrawal Restrictions Under the Code | 9 |
| 4.03 Reinstatement | 9 |
| 4.04 Required Distributions | 9 |
| 4.05 Systematic Distribution Options (SDOs) | 10 |
| 4.06 Individual Account Termination | 10 |

| | Page |
|---|-------------|
| Section 5. Death Benefit During the Accumulation Phase | 10 |
| 5.01 Death Benefit | 10 |
| 5.02 Contract Beneficiary | 10 |
| 5.03 Distribution of Death Benefit | 10 |
| Part II. Annuity Phase | 11 |
| Section 6. General Provisions | 11 |
| 6.01 Election | 11 |
| 6.02 Annuity Options | 11 |
| 6.03 Mortality Table | 12 |
| 6.04 Payments | 12 |
| 6.05 Fixed Annuity Minimum Guaranteed Interest Rate | 12 |
| 6.06 Death Benefit During the Annuity Phase | 12 |
| Annuity Options Tables | 13 |

Contract Schedule I Accumulation Phase

Control of Contract (see 1.03)

[The Contract is established under a Plan of the Contract Holder pursuant to Section 403(b) of the Code (the Plan).

The Contract Holder controls the Contract.

Unless otherwise provided by the Plan, we will make payments only at the written direction of the Contract Holder and a Participant.

The Contract and Individual Accounts are nontransferable and nonassignable except in the event of a qualified domestic relations order as allowed under the Retirement Equity Act of 1984 (REA).

Participants have a nonforfeitable right to the value of employer Contributions made to their Individual Accounts subject to any Plan vesting limits as determined by the Contract Holder. Participants have a nonforfeitable right to the value of employee Contributions made to their Individual Accounts as provided by Code Section 403(b) and subject to the terms of the Plan.

The Contract Holder must notify us in writing if the Plan is, or becomes, subject to the Employee Retirement Income Security Act of 1974 (ERISA) and/or related law or regulations including REA. We will rely on the Contract Holder's determination and representation of the applicability of such laws. If the Plan is subject to ERISA, before we will make a distribution from an Individual Account, the Contract Holder must certify in writing that all applicable REA requirements have been met and that the distribution complies with the Plan.

This Contract is subject to the terms of the Plan, provided that the terms of the Plan do not expand the terms of this Contract and do not impose any responsibilities or duties on the Company greater than those set forth in this Contract.

The Company shall rely upon the Contract Holder's representations regarding the contents of the applicable Plan document, except as otherwise agreed to by the Company. The Company shall rely upon instructions of the Contract Holder and/or its designee in permitting Contributions to and making distributions from this Contract (including distributions due to Plan loans, Annuity payments, qualified domestic relations orders, hardship Withdrawals and systematic distributions options) in accordance with the terms of the Plan.

Subject to the terms of the Plan, tax-free exchanges within the Plan and plan-to-plan transfers involving this Contract, including transfers to a governmental defined benefit plan to purchase permissive service credits within the meaning of Code Section 415(n), may be allowed to the extent permitted by law.

To the extent provided for in the Treasury Regulations, the Contract Holder and/or its designee is responsible for sharing with the Company information that is necessary for the Company to administer this Contract in accordance with the terms of the Plan, Code and the Treasury Regulations, including information necessary for the Company to satisfy its withholding and information reporting obligations under the Code with respect to this Contract. Except to the extent otherwise agreed between the Company and the Contract Holder and/or its designee, the Company shall share with the Contract Holder and/or its designee information regarding this Contract that the Contract Holder and/or its designee requests for purposes of ensuring adherence to the terms of the Plan.]

Claims of Creditors (see 1.15)

[Individual Accounts are not subject to the claim of any creditor of the Contract Holder, a Participant or a beneficiary, except to the extent permitted by law.]

Maintenance Fee (see 1.16)

[The maintenance fee for each Participant under the Contract is [\$XX] as of the Effective Date of the Contract and is subject to change. The fee will never exceed [\$50].

The maintenance fee, deducted quarterly, will be applied pro rata across all Investment Options that are treated as Investment Options offered under the Contract (see Definitions, Investment Option).

The maintenance fee may vary (increase, decrease, or be eliminated) based on the total assets held in all Individual Accounts under the Contract. In determining total assets, we may aggregate Individual Accounts established under different Company Contracts. The aggregate amount is equal to the sum of assets in all Individual Accounts under the Contract, plus the value of Individual Accounts under other Company Contracts of the same class issued to the Contract Holder. We may determine the amount of the maintenance fee based on total assets on an annual basis. We will determine the initial maintenance fee based on our estimate of the amount that will be allocated to the Contract during a period mutually agreed upon by the Contract Holder and us.]

Contribution Limits (see 2.01)

[Except in the case of a rollover Contribution (as permitted by Code Sections 402(c), 402(e)(6), 403(a)(4), 403(b)(8), 403(b)(10), 408(d)(3), 457(e)(16)) and 402A(e)(1), or as a result of an intra-plan exchange or plan-to-plan transfer described under Control of Contract above, Contributions to the Contract must be made by the Contract Holder (or employer if different). The Contract Holder or employer may not make Contributions after the Participant's death, except as permitted under Section 1.403(b)-4(d) of the Treasury Regulations.

Contributions may not exceed the applicable limits under Code Sections 415 and 402(g).

Code Section 415 contains the maximum annual contribution limit for a Participant under a Code Section 403(b) plan and includes employer nonelective contributions (including matching contributions), Code Section 403(b) elective deferrals, and after-tax contributions. Any amounts identified to be in excess of this limit that remain in the Contract shall be separately accounted for by the Company in accordance with Code Section 403(c).

For purposes of this section, Code Section 403(b) elective deferrals include employee pre-tax contributions and, to the extent permitted by the Plan and this Contract, any employee designated Roth contributions.

Elective deferral Contributions made to this Contract and any other plans, contracts or arrangements of the Contract Holder on behalf of the Participant may not exceed the limits of Code Section 402(g). If the Company is notified that a Contribution to the Contract has exceeded the limits of Code Section 402(g) or any other applicable Code section, the Company will, upon receipt of appropriate instruction, distribute such Contribution plus any earnings or interest and less any losses to the Participant no later than April 15 of the year following the year of the excess Contribution or as otherwise permitted under the Code.]

Rollovers (see 2.02)

- [(a) Where the Code Section 403(b) arrangement is governed by a separate Plan document, then, to the extent allowed by the Plan, this Contract shall accept Contributions that are considered rollover eligible amounts in accordance with Code Section 402(c)(4) from an eligible retirement plan described in Code Section 402(c)(8)(B).
- (b) Where the Code Section 403(b) arrangement is not governed by a separate Plan document, this Contract shall accept Contributions that are considered rollover eligible amounts in accordance with Code Section 402(c)(4) from an eligible retirement plan described in Code Section 402(c)(8)(B).]

Fixed Plus Account Minimum Guaranteed Interest Rates (see 3.01)

[(a) We will add interest daily to amounts held in the Fixed Plus Account at a guaranteed annual rate of no less than [1% - 3%].

(b) For each calendar year, we will also set a one-year minimum guaranteed interest rate which will apply to all amounts held in the Fixed Plus Account during that calendar year. This one-year minimum guaranteed interest rate will never be less than the annual rate described above. It will be established prior to each calendar year and will be made available to the Contract Holder or Participants, as applicable, in advance of the calendar year.

(c) The Company at its discretion, may credit interest during the calendar year at a rate greater than those rates established pursuant to paragraphs (a) and (b) above. We will make available to the Contract Holder or Participants, as applicable, the rate currently being credited to amounts held in the Fixed Plus Account.]

Fixed Plus Account Annual Transfer and Partial Withdrawal Limit (see 3.02 and 3.03)

[20%]

Waiver of Fixed Plus Account Transfer Limit (see 3.02)

[\$2,000]

Waiver of Fixed Plus Account Partial Withdrawal Limit (see 3.03)

When a partial Withdrawal is requested by a Participant, the partial Withdrawal limit does not apply when the Withdrawal is:

- [(a) Due to a Participant's death during the Accumulation Phase and is made within six months of the date of death (this exception applies to only one partial Withdrawal);
- (b) Used to purchase Annuity payments;
- (c) Subject to the Equity Wash Restrictions and Limitations Option (see 3.06);
- (d) Due to other conditions as we may allow without discrimination, including:
 - (1) Due to a Participant's separation from service, (provided, however, that such waiver shall not apply due to a Participant's severance from employment that would not otherwise qualify as a separation from service), and when:
 - (i) Separation from service is documented in a form acceptable to us;
 - (ii) The amount is paid directly to the Participant or as a direct rollover to another Code Section 403(b), 401 or governmental 457(b) plan or an Individual Retirement Account or Individual Retirement Annuity designated by the Participant; and
 - (iii) The amount paid for all Withdrawals due to separation from service during the previous [12 months] does not exceed [20%] of the average value of all Individual Accounts under the Contract during that period; or
 - (2) Due to a Participant's financial hardship as defined in the Code, and when:
 - (i) If applicable, certified by the employer;
 - (ii) The amount is paid directly to the Participant; and
 - (iii) The amount paid for all Withdrawals due to financial hardship during the previous [12 months] does not exceed [20%] of the average value of all Individual Accounts under the Contract during that period;
- (e) Due to a Plan loan taken in accordance with the terms of the Plan, in which case the portion of the loan amount, if any, that exceeds the amount available from the other Investment Options offered under the Contract, will be automatically transferred from the Fixed Plus Account into the Investment Option designated by the Plan as the loan fund, without regard to the Fixed Plus Account Partial Withdrawal Limit.]

Waiver of Fixed Plus Account Full Withdrawal Provision (see 3.05)

When a full Withdrawal is requested by a Participant, payment from the Fixed Plus Account is not limited as described in 3.04 when the Withdrawal is made:

- [(a) When the amount in the Fixed Plus Account is [\$2,000] or less (or, if applicable, as otherwise allowed by the Plan for a lump-sum cash-out without Participant consent) and during the previous [12 months] no amounts have been withdrawn, transferred (including transfers made to issue a Plan loan), or used to purchase Annuity payments;
- (b) Due to a Participant's death before Annuity payments begin and paid within six months of the Participant's death;
- (c) As provided in section 4.06;
- (d) To purchase Annuity payments on a life-contingent basis or payments for a stated period;

- (e) Due to a Participant's separation from service, (provided, however, that such waiver shall not apply due to a Participant's severance from employment that would not otherwise qualify as a separation from service), and when:
 - (1) Separation from service is documented in a form acceptable to us;
 - (2) The amount is paid directly to the Participant or as a direct rollover to another Code Section 403(b), 401 or governmental 457(b) plan or an Individual Retirement Account or Individual Retirement Annuity designated by the Participant; and
 - (3) The amount paid for all Withdrawals due to separation from service during the previous [12 months] does not exceed [20%] of the average value of all Individual Accounts under the Contract during that period; or
- (f) Due to a Participant's financial hardship as defined in the Code, and when:
 - (1) If applicable, certified by the employer;
 - (2) The amount is paid directly to the Participant; and
 - (3) The amount paid for all Withdrawals due to financial hardship during the previous [12 months] does not exceed [20%] of the average value of all Individual Accounts under the Contract during that period.]

Elections Made By the Contract Holder (see 3.06)

At the time of application for the Contract, the Contract Holder may irrevocably elect to have the Equity Wash Restrictions and Limitations Option (for Participants) provision apply to the Contract.

The Equity Wash Restrictions and Limitations Option does [not] apply to the Contract.

Withdrawal Restrictions Under the Code (see 4.02)

- [(a) **In General.** Distributions from this Contract shall be made only in accordance with the requirements of Code Section 403(b), the Treasury Regulations, and the Plan. The Company has no responsibility to make any distribution (including distributions due to Plan loans, Annuity payments, qualified domestic relations orders, hardship Withdrawals and systematic distributions options) from this Contract until it has received instructions or information from the Contract Holder and/or its designee in a form acceptable to the Company and necessary for the Company to administer this Contract in accordance with Code Section 403(b) the Treasury Regulations, and the Plan.
- (b) **Restricted Elective Deferrals.** Restricted Elective Deferrals means (1) with respect to a Section 403(b) annuity contract, elective deferral contributions made after December 31, 1988, pursuant to a salary reduction agreement, and the earnings on such contributions and on amounts held as of December 31, 1988; and (2) with respect to amounts held under a Section 403(b)(7) custodial account that are contributed to this Contract pursuant to an intra-plan exchange or plan-to-plan transfer described under Control of Contract above, elective deferral contributions made pursuant to a salary reduction agreement and the earnings on such contributions. Unless otherwise indicated, Restricted Elective Deferrals include employee designated Roth contributions within the meaning of Code Section 402A(c)(1). Withdrawals and other distributions attributable to Restricted Elective Deferrals shall not be paid from this Contract unless the Participant has (1) reached age 59 1/2, (2) had a severance from employment, (3) died, (4) become disabled (within the meaning of Code Section 72(m)(7)), or (5) incurred a hardship (in which case such amounts shall be limited to actual salary deferral contributions, excluding earnings thereon).
- (c) **Employer Annuity Amounts.** Employer Annuity Amounts means amounts attributable to contributions made to an annuity contract under Code Section 403(b)(1) (including earnings thereon) that are not elective deferrals. Employer Annuity Amounts do not include after-tax employee contributions or earnings thereon. Withdrawals and other distributions attributable to Employer Annuity Amounts shall not be paid from this Contract earlier than the Participant's severance from employment or upon the prior occurrence of some event, such as after a fixed number of years, the attainment of a stated age, or disability, as provided in the Plan. This provision does not apply to individual contracts issued prior to January 1, 2009 or to certificates issued prior to January 1, 2009 under group contracts, unless the Plan otherwise restricted such Withdrawals prior to that date.

- (d) **Employer Custodial Amounts.** Employer Custodial Amounts means amounts attributable to contributions made to a custodial account under Code Section 403(b)(7) (including earnings thereon) that are not elective deferrals, and which are contributed to this Contract pursuant to an intra-plan exchange or plan-to-plan transfer described under Control of Contract above. Withdrawals and other distributions attributable to Employer Custodial Amounts that are transferred or exchanged into this Contract shall not be paid from this Contract unless the Participant has (1) reached age 59 1/2, (2) had a severance from employment, (3) died, (4) become disabled (within the meaning of Code Section 72(m)(7)), or (5) incurred a hardship (in which case the portion of the Employer Custodial Amounts available for hardship shall be limited to the Employer Custodial Amount balance held as of December 31, 1988.)
- (e) **Separate Accounting.** If this Contract includes both Restricted Elective Deferrals and other Contributions and the Restricted Elective Deferrals are not separately accounted for by the Company, distributions may not be made earlier than the later of (1) any date permitted under paragraph b of this section, and (2) any date permitted under paragraph c or paragraph d of this section, whichever is applicable, with respect to Contributions that are not Restricted Elective Deferrals.
- (f) **Exchanges and Transfers.** With respect to amounts exchanged or transferred to this Contract pursuant to the Control of Contract provision, this Contract imposes distribution restrictions that are not less stringent than those imposed under the contract being exchanged or under the transferor plan, whichever is applicable, in accordance with Section 1.403(b)-10(b)(2) of the Treasury Regulations.
- (g) **Exceptions**
- (1) Notwithstanding any other provision in this section, Withdrawals and other distributions are permitted to be paid from this Contract to the extent (a) allowed by applicable law, (b) described under Contribution Limits, (c) required by a qualified domestic relations order within the meaning of Section 414(p), or (d) the Withdrawal is a qualified reservist distribution described in Code Section 72(t)(2)(G).
 - (2) If the Contract Holder informs the Company that the Plan has been terminated in accordance with Section 1.403(b)-10(a) of the Treasury Regulations, the Company shall distribute this Contract or the accumulated benefits thereunder in accordance with the requirements of Code Section 403(b) and the Treasury Regulations.
 - (3) The withdrawal restrictions described in this section do not apply to amounts attributable to Contributions that are eligible rollover distributions as described in Section 1.403(b)-10(d) of the Treasury Regulations and that have been separately accounted for by the Company.
- (h) **Withdrawals from Designated Roth Accounts – Exclusion from Income**
- A partial or full Withdrawal from a designated Roth account will be excluded from income if it is a qualified distribution which means:
- (1) the Withdrawal occurs after the 5-taxable year period measured from the earlier of:
 - (i) the first taxable year the Participant made a designated Roth Contribution to any designated Roth account established for the Participant under the same applicable retirement plan as defined in Code Section 402A, or
 - (ii) if a rollover Contribution was made from a designated Roth account previously established for the Participant under another applicable retirement plan, the first taxable year for which the Participant made a designated Roth Contribution to such previously established account; and
 - (2) the Withdrawal occurs due to a death benefit distribution to a beneficiary, disability as defined by the Code, or after attainment of age 59 1/2.]

Required Distributions (see 4.04)

[Distributions from this Contract must be made in accordance with the required minimum distribution rules of Code Sections 403(b)(10) and 401(a)(9) and may be taken in the form of an Annuity option or other method permitted by the Contract and the Plan. Distributions from and benefits under this Contract also must satisfy the requirements relating to incidental benefits under Section 1.401-1(b)(1)(ii) of the Treasury Regulations. All such rules are incorporated herein by reference.]

Contract Beneficiary (see 5.02)

[The Contract Holder is the Contract beneficiary. A Participant may designate a beneficiary under the Plan (Plan beneficiary).]

Contract Schedule II

Annuity Phase

Payment Period (see 6.02)

When the Contract Holder, a Participant, or a Contract or Plan beneficiary, as applicable, elects an Annuity payment option under section 6.02 pursuant to which we guarantee Annuity payments for a fixed period of years, the period of years for which we will make guaranteed Annuity payments must be within the range of at least [five] years and no more than [30] years.

Mortality Table (see 6.03)

Society of Actuaries' Annuity 2000 Table

Fixed Annuity Minimum Guaranteed Interest Rate (see 6.05)

The guaranteed annual interest rate for a fixed Annuity will never be less than [1%].

Definitions

Accumulation Phase

The time between an Individual Account Effective Date and the date on which the entire Individual Account value is used to purchase Annuity payments, or otherwise distributed.

Annuitant

The person whose life expectancy determines the amount and/or duration of the payments under a life-contingent Annuity option.

Annuity

Payment of an income:

- (a) For a stated period;
- (b) For the life of one or two people; or
- (c) Some combination of (a) and (b).

A fixed Annuity is one in which the payment amount does not vary.

Annuity Phase

The time during which we make Annuity payments.

Business Day

Each day our Home Office is open for business.

Code

The Internal Revenue Code of 1986, as it is amended from time to time.

Competing Investment Option

Any Investment Option under the Contract which:

- (a) Provides a direct or indirect investment performance guarantee;
- (b) Is, or may be, invested primarily in assets other than common or preferred stock;
- (c) Is, or may be, invested primarily in financial vehicles (such as mutual funds, trusts or insurance contracts) which are invested primarily in assets other than common or preferred stock;
- (d) Is available through a self-directed brokerage arrangement; or
- (e) Is any fund with similar characteristics to the above.

Investment Options that no longer accept Contributions or Transfers are not considered to be Competing Investment Options.

Contract

This agreement between the Company and the Contract Holder.

Contract Holder

The entity, or person, named in the specifications section on the face page, to which the Contract is issued.

Contribution

The payment made to us during the Accumulation Phase. The Contribution may be reduced by any applicable Premium Tax due.

Effective Date

The date, shown in the specifications section on the face page, on which we issue the Contract or establish an Individual Account.

Fixed Plus Account

The fixed interest Investment Option available under the Contract. The Fixed Plus Account is an obligation of our General Account.

Good Order

Instructions that are complete and clear enough to allow us to act without exercising discretion.

Home Office

Our main office located at One Orange Way, Windsor, Connecticut 06095-4774.

Individual Account

An account, or accounts (including, if applicable, accounts for employer Contributions, employee pre-tax Contributions and employee designated Roth Contributions) established for each Participant to maintain a record of transactions and the value of Contributions as invested.

ING Life Insurance and Annuity Company (ILIAC)

ING Life Insurance and Annuity Company ("we," and "our," and "us," and "the Company" refer to ILIAC).

Investment Option

Any investment vehicle, including but not limited to mutual funds and annuity contracts, where Plan assets are or may be invested, transferred, or rolled over. Any Investment Option offered as part of a trust or custodial account held by the Contract Holder and record kept in common with this Contract by the Company, or a company affiliated with the Company, shall be treated as an Investment Option offered under the Contract.

Upon request, the Contract Holder must provide the Company with a copy of any prospectus, or other disclosure material, for any Investment Option offered by the Plan to Participants and any contractual agreement between an Investment Option provider and the Contract Holder.

Participant

A person who is covered under the retirement Plan or program for which the Contract is issued.

Plan

The retirement plan or program for which the Contract is issued.

Premium Tax

Any tax assessed by any governmental entity on Contributions or amounts used to purchase Annuity payments.

Transfer

The movement of funds between Investment Options offered under the Contract.

Withdrawal

The movement of funds from the Fixed Plus Account or any Investment Option offered under the Contract that is not a Transfer, including the movement of funds to Investment Options offered by an investment provider other than the Company or a company affiliated with the Company.

Section 1. General Contract Provisions

1.01 Entire Contract

The entire Contract consists of this document, any attachments and any endorsements incorporated.

The Plan, if applicable, is not part of the Contract and the Company is not bound by its terms.

1.02 Nonparticipating Contract

The Contract is nonparticipating. The Contract Holder, a Participant or a beneficiary has no right to share in our earnings.

1.03 Control of Contract

Control of the Contract is as shown on Contract Schedule I under Control of Contract.

1.04 Certificate

Any certificate provided to a Participant summarizes Contract provisions; it is for information only and is not part of the Contract. We will provide certificates as required by state law in the state where the Contract is delivered and as allowed under the Plan.

1.05 Incontestability

We will not cancel the Contract because of any error of fact.

1.06 Grace Period

Except as provided in 4.06, the Contract and all Individual Accounts will remain in effect even if Contributions are not continued.

1.07 Change of Contract

We may make changes to the Contract in accordance with the following:

- (a) Only a Vice President or above of the Company or any officer acting pursuant to a written delegation of authority from such person may change the terms of the Contract. No other employee, agent, or representative of the Company may make any change to the Contract;
- (b) The Contract may be changed at any time by written mutual agreement of the Contract Holder and the Company. Where the Company proposes a change to the Contract requiring written mutual agreement, if the Contract Holder does not agree to any change under this provision, no new Participants will be covered under the Contract;
- (c) The Company may not make any unilateral changes to the Contract, except that the Company may change the Contract as specifically provided below in this item (c) of 1.07:
 - (1) The Company may change the terms of the Contract at any time as required by federal or state law; and
 - (2) The Company may change the Annuity Options (see 6.02), the attached Annuity options tables, and the mortality table (see 6.03) we use to calculate payment rates for life-contingent Annuity payments:
 - (i) No earlier than 12 months after the Effective Date of the Contract; and
 - (ii) No earlier than 12 months after the date on which any such prior change was effective.

Any such changes will not apply to any individual participating under the Contract before the effective date of the change, but will apply to new Participants covered on or after the date any change is effective. Any change will not affect the amount or terms of any Annuity beginning before the change is effective; and

- (d) Notwithstanding any other section of the Contract, we do not have the right to change, unilaterally or pursuant to mutual agreement, the provisions of section 3.01 (Fixed Plus Account Minimum Guaranteed Interest Rates) or the Fixed Plus Account Minimum Guaranteed Interest Rates provisions in Contract Schedule I.

1.08 Payments

We make payments as directed by the Contract Holder or a Participant, as applicable. Payment requests must be in writing or as we otherwise allow in our administrative practice. We determine the amount of any payment based on the Individual Account value as of the Business Day we receive a payment request in Good Order at our Home Office. Generally, we make payments within seven calendar days.

1.09 Deferral of Payment

By law, we have the right to defer payment of Withdrawals for up to six (6) months from the date we receive the request after making written request and receiving written approval of the Insurance Commissioner.

1.10 Proof of Age

If a life-contingent Annuity option is elected, we may require proof of the age of an Annuitant.

1.11 Evidence of Survival

We may require proof that any Annuitant under a life-contingent Annuity option is living.

1.12 Misstatements and Adjustments

If we learn that the age of any Annuitant or second Annuitant is misstated, we will use the correct age to adjust payments. We reserve the right to obtain reimbursement, or to adjust future payments for any amount we overpaid. We will pay the amount of any underpayment.

1.13 Reports

Each calendar year we provide the Contract Holder or a Participant, as applicable, with a report of the Individual Account value.

1.14 State Laws

The Contract complies with the laws of the state in which it is delivered. Any cash, death or Annuity payments are equal to or greater than the minimum required. To determine legal reserve valuation, we use Annuity tables as required by law; such tables may be different from those we use to determine Annuity payments.

1.15 Claims of Creditors

Individual Accounts are subject to the claims of creditors of the Contract Holder, a Participant or a beneficiary as shown on Contract Schedule I under Claims of Creditors.

1.16 Maintenance Fee

We may deduct an annual maintenance fee during the Accumulation Phase.

The amount of the maintenance fee, if any, for the Contract will never be more than the amount shown on Contract Schedule I under Maintenance Fee.

If a Participant has more than one Individual Account, we will deduct the fee proportionately from each Individual Account unless the Contract Holder directs otherwise. We may eliminate the fee for an Individual Account established with one lump-sum Contribution.

1.17 Charges for Additional Services

We, or our authorized representatives, may provide administrative services to the Plan under a separate administrative services agreement with the Contract Holder. We may charge for the services described in the separate agreement, and the costs of such services may be periodically deducted directly from Individual Accounts (see 2.06). The amount of such fees, and the frequency at which they may be paid from Individual Accounts, will be specified in the separate agreement between us and the Contract Holder, and will be approved by the Contract Holder.

1.18 Deduction of Plan Fees

Upon written direction from a Contract Holder sponsoring a 403(b), 457(b) or 401(a) plan, and upon confirmation from the Contract Holder that such deduction is permitted under the terms of its Plan, the Company will deduct from account values of Participants under the Contract Holder's Plan the amounts specified by the Contract Holder to pay costs associated with the administration of the Plan in accordance with its terms, the Code and the Treasury Regulations. The Company will deduct such amounts at the frequency specified by the Contract Holder, provided such frequency is agreed to by the Company. The Company will not retain any such amounts deducted but will pay them as directed by the Contract Holder.

If a Contract Holder does not direct such deductions, the Company may in its discretion elect to pay all or part of the administration expenses of the Contract Holder's Plan in accordance with any applicable provisions of the Contract.

1.19 Plan Administration Subsidy

The Company and/or its affiliates may provide Plan administration services to the Contract Holder. Such services may be offered at no or reduced cost. Also, the Company may subsidize all or a portion of the Contract Holder's Plan administration expenses by paying certain costs associated with the Contract Holder's Plan administration personnel and/or certain costs associated with a third party administrator engaged by the Contract Holder to administer the Plan in accordance with its terms, the Code and the Treasury Regulations. The Company shall have no obligation to agree to Plan administration subsidy requests, and unless otherwise agreed to in advance by the Company and the Contract Holder, the Company may limit or terminate the subsidy with respect to a Contract Holder's Plan at the Company's sole discretion. Plan administration subsidies will be paid only to the extent requested by the Contract Holder and agreed to by the Company in writing. The Company will determine the availability of a Plan administration subsidy on a basis that is not unfairly discriminatory.

1.20 Recodification

In the event of any recodification of the Code Section references contained herein, the Contract shall be construed to refer to the original Code Sections as recodified.

Part I. Accumulation Phase

Section 2. Contributions and Individual Account Value

2.01 Contributions

We reserve the right to establish minimum Contribution amounts and to refuse to accept any Contribution.

The Contract Holder or a Participant, as applicable, may establish an Individual Account with one lump-sum Contribution.

Contributions to Individual Accounts may be limited as provided in the Code. The limits, if any, are shown on Contract Schedule I under Contributions Limits.

2.02 Rollovers

Rollovers of amounts from other retirement plans or arrangements are accepted as provided for on Contract Schedule I under Rollovers.

2.03 Premium Tax

We pay any applicable Premium Tax when it is due. We will deduct the amount of any applicable Premium Tax from the Individual Account value no earlier than when there is a tax liability. We reserve the right to deduct any Premium Tax due before a Contribution is allocated to an Individual Account.

2.04 Individual Account

We will establish an Individual Account for each Participant.

If required, we will provide accounts that distinguish between employer Contributions, employee pre-tax Contributions and employee designated Roth Contributions for each Participant.

2.05 Experience Credit

We may apply experience credits (investment, administrative, mortality or other) under the Contract and may apply such credits as a reduction in the maintenance fee or an increase in the minimum one-year guaranteed interest rate provided under the Fixed Plus Account as described in 3.01.

We will apply experience credits at our sole discretion, as we deem appropriate for the class of contracts to which the Contract is issued.

2.06 Individual Account Value

The Individual Account value is equal to the total of all Contributions:

- (a) Plus any interest added on the amount in the Fixed Plus Account;
- (b) Minus any applicable maintenance fees, any amounts withdrawn, or used to purchase Annuity payments, or any applicable Premium Tax; and
- (c) Minus any applicable fees or charges deducted.

Section 3. Fixed Plus Account

3.01 Fixed Plus Account Minimum Guaranteed Interest Rates

We will credit interest to the Fixed Plus Account at annual effective yields that are at least equal to the Fixed Plus Account Minimum Guaranteed Interest Rates shown on Contract Schedule I.

We, at our discretion, may credit interest at a higher rate. We will make available to the Contract Holder or Participants, as applicable, the rate currently being credited to amounts held in the Fixed Plus Account.

3.02 Transfers from the Fixed Plus Account

During each rolling 12-month period, the percentage shown on Contract Schedule I under Fixed Plus Account Annual Transfer and Partial Withdrawal Limit may be transferred from the Fixed Plus Account to another Investment Option offered under the Contract. Any such Transfer, if made to a Code Section 403(b) Plan Investment Option, will be made in accordance with requirements of the Plan, the Code and applicable regulations.

The amount available for Transfer is based on the Individual Account value in the Fixed Plus Account on the Business Day we receive the Transfer request in Good Order at our Home Office, reduced by any amount withdrawn, transferred (including transfers made to issue a Plan loan), or used to purchase Annuity payments during the 12 months prior to the Transfer request. In addition, we reserve the right to reduce the amount available for Transfer by amounts withdrawn under a systematic distribution option and the right to establish a minimum transfer amount.

The Transfer limit referenced above does not apply when:

- (a) The amount in the Fixed Plus Account is less than or equal to the amount shown on Contract Schedule I under Waiver of Fixed Plus Account Transfer Limit; or
- (b) The Transfer is subject to the Equity Wash Restrictions and Limitations Option (see 3.06).

The Contract Holder or a Participant, as applicable, may request a Transfer by properly completing a Transfer request form and forwarding it to our Home Office, or by otherwise complying with our administrative procedures.

3.03 Partial Withdrawals from the Fixed Plus Account

During each rolling 12-month period, the percentage shown on Contract Schedule I under Fixed Plus Account Annual Transfer and Partial Withdrawal Limit may be withdrawn by a Participant from the Fixed Plus Account. The amount available for Withdrawal is based on the Individual Account value in the Fixed Plus Account on the Business Day we receive the Withdrawal request in Good Order at our Home Office, reduced by any amount withdrawn, transferred (including transfers made to issue a Plan loan), or used to purchase Annuity payments during the 12 months prior to the request. We also reserve the right to reduce the amount available by deducting any amount withdrawn under a SDO (see 4.05).

The partial Withdrawal limit previously referenced does not apply when the Withdrawal is as noted on Contract Schedule I under Waiver of Fixed Plus Account Partial Withdrawal Limit.

3.04 Full Withdrawal of the Total Amount in the Fixed Plus Account

The Contract Holder or a Participant, as applicable, may make a full Withdrawal from the Fixed Plus Account as follows:

- (a) The Contract Holder may withdraw the sum of the value of all Individual Accounts under the Contract provided the Contract Holder controls the Contract (see Contract Schedule I under Control of Contract); and
- (b) A Participant or the Contract Holder, as applicable, may withdraw the entire value of the Individual Account(s) established for that Participant under the terms of this provision unless the option described in 3.06 applies.

Once we receive a Withdrawal request in Good Order at our Home Office, no additional Transfers (including transfers made to issue a Plan loan) or partial Withdrawals are allowed.

For a full Withdrawal to a Contract Holder or to a Participant, we will pay the applicable amount, with interest determined in a manner consistent with 3.01, in five payments as follows, unless, for Withdrawals requested by a Participant, the waiver described in 3.05 applies:

- (1) One-fifth of the following amount: The Individual Account value, or the value of the sum of all Individual Accounts, as applicable, in the Fixed Plus Account as of the Business Day we receive the Withdrawal request in Good Order at our Home Office reduced by the amount, if any, transferred (including transfers made to issue a Plan loan), withdrawn or used to purchase Annuity payments during the prior 12 months. We also reserve the right to reduce the amount available by deducting any amount withdrawn under a SDO (see 4.05); then
- (2) One-fourth of the remaining amount 12 months later; then
- (3) One-third of the remaining amount 12 months later; then
- (4) One-half of the remaining amount 12 months later; then
- (5) The balance of the Individual Account value, or the balance of the value of the sum of all Individual Accounts, as applicable in the Fixed Plus Account 12 months later.

The Contract Holder or Participant, as applicable, may cancel a full Withdrawal request from the Fixed Plus Account at any time.

3.05 Waiver of Fixed Plus Account Full Withdrawal Provision

When a full Withdrawal is requested by a Participant, payment from the Fixed Plus Account is not limited as described in 3.04 when the Withdrawal is as noted on Contract Schedule I under Waiver of Fixed Plus Full Withdrawal Provision.

3.06 Equity Wash Restrictions and Limitations Option (for Participants)

At the time of application to the Contract, the Contract Holder makes an irrevocable election as to whether the Equity Wash Restrictions and Limitations Option will apply to Participants. The election of the Contract Holder regarding this option is shown on Contract Schedule I under Elections Made By the Contract Holder.

This option is an alternative for Participants to the Transfer and Withdrawal payment limitations described in 3.02, 3.03 and 3.04. If this option has been elected, then Transfers and partial and full Withdrawals from the Fixed Plus Account are instead subject to the following restrictions and limitations:

- (a) Transfers between Investment Options offered under the Contract are allowed at any time, subject to the following provisions:
 - (i) Direct Transfers from the Fixed Plus Account cannot be made to a Competing Investment Option;
 - (ii) A Transfer from the Fixed Plus Account to other Investment Options under the Contract cannot be made if a Transfer to a Competing Investment Option has taken place within 90 days;
 - (iii) A Transfer from the Fixed Plus Account to other Investment Options under the Contract cannot be made if a non-benefit Withdrawal from a non-Competing Investment Option has taken place within 90 days; and
 - (iv) A Transfer from a non-Competing Investment Option to a Competing Investment Option cannot be made if a Transfer from the Fixed Plus Account has taken place within 90 days.

Notwithstanding the above, automatic Transfers from the Fixed Plus Account, pursuant to a request for a Plan loan from an Investment Option offered under the Contract other than the Fixed Plus Account, are allowed at any time.

- (b) Withdrawals from the Contract are subject to the following restrictions:
 - (i) Withdrawals from the Fixed Plus Account or any other Investment Option offered under the Contract to pay benefits are allowed at any time;
 - (ii) Non-benefit Withdrawals from the Fixed Plus Account cannot be made; and
 - (iii) Non-benefit Withdrawals from non-Competing Investment Options under the Contract cannot be made if a Transfer from the Fixed Plus Account has taken place within 90 days.

For purposes of this Equity Wash Restrictions and Limitations Option provision, "benefits" are payments to Participants under the terms of the Plan as allowed by the Code for any of the following reasons: retirement, death, in-service Withdrawals after age 59 1/2, separation from service (not including a severance from employment that would not otherwise qualify as a separation from service), financial hardship, unforeseeable emergency, in-service distribution and distributions under a SDO (see 4.05). The Contract Holder or Participant, as applicable, must supply documentation acceptable to us to support requests for all such benefit payments.

Section 4. Withdrawals and Distributions

4.01 General Withdrawal Provisions

As allowed by the Plan and subject to Section 3 and provisions of the Code (see 4.02), the Contract Holder or a Participant, as applicable, may withdraw any portion or all of the Individual Account value during the Accumulation Phase. For 403(b), 401 and governmental 457 plans, a Participant or the surviving spousal beneficiary of a deceased Participant (or a Participant's spouse or former spouse who is an alternate payee under a domestic relations order, as defined in Section 414(p) of the Code) who is entitled to an eligible rollover distribution may elect to have any portion of an eligible rollover distribution (as defined in Section 402(c)(4) of the Code) from the Plan paid directly to an eligible retirement plan (as defined in Section 402(c)(8)(B) of the Code) or paid directly to a Roth individual retirement annuity or a Roth individual retirement account as a qualified rollover contribution (as defined in Section 408A(e) of the Code), as specified by the Participant, beneficiary or spouse in a direct rollover. A beneficiary who at the time of the Participant's death was neither the spouse of the Participant nor the spouse or former spouse of the Participant who is an alternate payee under a qualified domestic relations order may elect to have any portion of an eligible rollover distribution directly rolled over only to an individual retirement account or individual retirement annuity (IRA) that has been established on behalf of the beneficiary as an inherited IRA (within the meaning of Section 408(d)(3)(C) of the Code), to the extent permitted under the Plan.

The Contract Holder or a Participant, as applicable, may request a Withdrawal by properly completing a Withdrawal request form and forwarding it to our Home Office, or by otherwise complying with our administrative procedures.

4.02 Withdrawal Restrictions Under the Code

The Code may impose restrictions on the amount and timing of Withdrawals. The restrictions applicable to the Contract are shown on Contract Schedule I under Withdrawal Restrictions Under the Code. Withdrawals that do not comply with the Code may be subject to tax penalties.

4.03 Reinstatement

Within 30 calendar days after a Withdrawal, the Contract Holder or a Participant, as applicable may elect to reinstate all or a portion of the proceeds of a full Withdrawal if allowed by applicable law. We must receive the reinstated amount within 60 calendar days of the Withdrawal.

Any maintenance fee imposed at the time of the Withdrawal is included in the reinstatement. Any maintenance fee which falls due after the Withdrawal and before reinstatement is deducted from the amount reinstated.

If only a portion of the amount withdrawn is reinstated, the amount of any maintenance fee deducted will be restored proportionally.

Reinstatement is permitted only once.

4.04 Required Distributions

While an Individual Account remains in the Accumulation Phase, the Code may require distribution of all or a portion of the Individual Account value. The Contract Holder, a Participant or Contract beneficiary, as applicable, must tell us when to begin distributions. We have no responsibility for adverse tax consequences as the result of the Contract Holder, Participant or Contract beneficiary, as applicable, not complying with minimum distribution requirements.

The distribution requirements, if any, are shown on Contract Schedule I under Required Distributions.

Generally, to meet distribution requirements, the Contract Holder, a Participant or Contract beneficiary, as applicable, may request partial Withdrawals, a systematic distribution option (see 4.05) or an Annuity option.

4.05 Systematic Distribution Options (SDOs)

During the Accumulation Phase, we may offer one or more distribution options under which we make regularly scheduled automatic partial distributions of the Individual Account value. To request a SDO, the Contract Holder, a Participant or Contract beneficiary, as applicable, must complete a SDO election form and forward it to our Home Office.

Each option is available without discrimination to any class of contracts. The availability of any specific option may be subject to terms and conditions applicable to that option. We may discontinue the availability of a SDO option for future election. Payments will, however, continue to Participants who elected the option before the date it is no longer available.

4.06 Individual Account Termination

If Contributions have not been made for a period of two full years and the guaranteed monthly benefit under the Annuity options would be less than \$20 per month, then we may terminate an Individual Account by payment of the Individual Account value. Before we do this, we notify the Contract Holder or Participant, as applicable, 90 calendar days in advance.

Section 5. Death Benefit During the Accumulation Phase

5.01 Death Benefit

If a Participant dies during the Accumulation Phase, we pay a death benefit. The amount of the death benefit is the Individual Account value as of the Business Day we receive acceptable proof of death and a written claim for the death benefit at our Home Office.

5.02 Contract Beneficiary

The Contract beneficiary is shown on Contract Schedule I under Contract Beneficiary. Generally, the Participant may name a beneficiary under the Plan (the Plan beneficiary). If allowed by the Plan, when designating the beneficiary, the Contract Holder or a Participant, as applicable, may specify the form of payment as permitted by the Code. The beneficiary and the form of payment, if applicable, may be designated or changed in writing or as we may otherwise allow in our administrative procedures.

5.03 Distribution of Death Benefit

Generally, if the Plan beneficiary is the Participant's surviving spouse, distribution of the death benefit must begin no later than the year the Participant would have attained age 70 1/2 or any other date allowed under federal law or regulations.

If the Plan beneficiary is not the Participant's surviving spouse, generally, the death benefit must be used to purchase Annuity payments within one year of the year of the Participant's death or otherwise paid within five years of the year of the Participant's death.

Annuity payments to a Plan beneficiary may not extend beyond the period specified in the Code.

Part II. Annuity Phase

Section 6. General Provisions

6.01 Election

The Contract Holder, a Participant, or a Contract or Plan beneficiary, as applicable, may elect an Annuity option (see 6.02) by properly completing an election form and forwarding it to our Home Office no later than 30 calendar days before the desired first Annuity payment date. All Annuity option elections must comply with any Plan requirements and regulatory requirements including the Code minimum distribution requirements.

All or any portion of the Individual Account value (after the deduction of any applicable Premium Tax) may be used to purchase Annuity payments.

Once payments begin, an Annuity option may not be revoked, nor may any amount be withdrawn except as noted below.

6.02 Annuity Options

The Contract Holder, a Participant, or a Contract or Plan beneficiary, as applicable, must elect one of the following fixed Annuity options and, if applicable, a payment period for the option. For each option, the attached Annuity options tables provide the Company's guaranteed Annuity purchase rates in effect as of the date the Contract is delivered:

Option 1: Payments for a Stated Period

This option provides payments for a stated period of years. The number of years in the payment period must fall within the range shown on Contract Schedule II under Payment Period.

At the time this option is chosen (if permitted by the Code), an annual increase of one, two or three percent (compounded annually) may be elected.

Option 2: Life Income for One Annuitant

This option provides payments for the life of the Annuitant. If this option is elected, the Contract Holder, a Participant, or a Contract or Plan beneficiary, as applicable, must also choose one of the following:

- (a) Payments that cease at the death of the Annuitant; or
- (b) Payments that are guaranteed for a period of years; the number of years in the payment period must fall within the range shown on Contract Schedule II under Payment Period.

Under (a) or (b), an annual increase of one, two or three percent (compounded annually) may be elected at the time the Annuity option is chosen (if permitted by the Code).

Option 3: Life Income for Two Annuitants

This option provides payments for the lives of the Annuitant and a second Annuitant. Payments continue until both Annuitants have died. If this option is elected, the Contract Holder, a Participant, or a Contract or Plan beneficiary, as applicable, must also choose one of the following:

- (a) 100% of the payment amount to continue after the first death; or
- (b) 66 2/3% of the payment amount to continue after the first death; or
- (c) 50% of the payment amount to continue after the first death; or
- (d) 100% of the payment amount to continue after the first death with payments guaranteed to the beneficiary after the second death for a period of years; the number of years in the payment period must fall within the range shown on Contract Schedule II under Payment Period; or
- (e) 100% of the payment amount to continue at the death of the specified second Annuitant and 50% of the payment amount to continue at the death of the specified Annuitant.

Under (a) or (d), an annual increase of one, two or three percent (compounded annually) may be elected at the time the Annuity option is chosen (if permitted by the Code).

Other Options

As allowed under applicable state law, we reserve the right to make other options available.

6.03 Mortality Table

The mortality table for the Contract is shown on Contract Schedule II under Mortality Table.

6.04 Payments

The first payment amount must be at least \$100 per month or \$500 per year. We reserve the right to increase the minimum first payment amount, if allowed by state law, based on increases reflected in the Consumer Price Index-Urban (CPI-U) since January 1, 2009.

To calculate the guaranteed payments for a fixed Annuity, we will use the Annuitant's adjusted age and, if applicable, the second Annuitant's adjusted age. The Annuitant's adjusted age and, if applicable, the second Annuitant's adjusted age is the person's age as of the birthday closest to the day Annuity payments begin, reduced as follows:

- (a) Reduced by one year for payments beginning before January 1, 2014;
- (b) Reduced by two years for payments beginning during the period from January 1, 2014 through December 31, 2023;
- (c) Starting on January 1, 2024, reduced by one additional year for payments beginning in each succeeding ten year period.

We will use the applicable current settlement option rates if they will provide higher fixed Annuity payments.

6.05 Fixed Annuity Minimum Guaranteed Interest Rate

The interest rate for a fixed Annuity will never be less than the minimum guaranteed rate shown on Contract Schedule II under Fixed Annuity Minimum Guaranteed Interest Rate.

6.06 Death Benefit During the Annuity Phase

The Contract Holder or a Participant, as applicable, must name a beneficiary for the Annuity Phase. Unless not allowed by the Plan, or restricted by the Contract Holder, or a Participant, as applicable, the beneficiary may name a beneficiary.

If an Annuitant(s) dies, any remaining guaranteed payments continue to the beneficiary. Payments are made at least as rapidly as provided by the option in effect at the death of the Annuitant. Annuity payments to a beneficiary may not extend beyond (1) the life of the beneficiary, or (2) any period certain greater than the beneficiary's life expectancy as determined by the Code.

The beneficiary may also elect a lump-sum payment equal to the present value of any remaining payments.

The interest rate used to determine the first Annuity payment is used to calculate the present value. The present value is determined as of the Business Day we receive acceptable proof of death and a written claim for the death benefit at our Home Office.

Unless not allowed by the Plan or restricted by the Contract Holder, or a Participant, as applicable, if the beneficiary dies while receiving payments, the present value of any remaining guaranteed payments is paid in a lump-sum payment to the beneficiary's beneficiary or to the beneficiary's estate.

Annuity Options Tables

OPTION 1: Payments for a Stated Period

| Monthly Amount for Each \$1,000* | | | |
|--|---------|-------|---------|
| Rates for a Fixed Annuity with a 1% Guaranteed Interest Rate | | | |
| Years | Payment | Years | Payment |
| 5 | \$17.08 | 20 | \$4.59 |
| 10 | 8.75 | 25 | 3.76 |
| 15 | 5.98 | 30 | 3.21 |

Option 2: Life Income for One Annuitant**

| Monthly Payment Amount for Each \$1,000* | | | | | |
|--|--------------------------------|--|---|---|---|
| Rates for a Fixed Annuity Payment with 1% Guaranteed Interest Rate | | | | | |
| Adjusted Age of Annuitant | Option 2(a): payments for life | Option 2(b): payments guaranteed 5 years | Option 2(b): payments guaranteed 10 years | Option 2(b): payments guaranteed 15 years | Option 2(b): payments guaranteed 20 years |
| 55 | \$3.20 | \$3.19 | \$3.18 | \$3.14 | \$3.08 |
| 60 | 3.67 | 3.66 | 3.62 | 3.55 | 3.43 |
| 65 | 4.30 | 4.27 | 4.19 | 4.04 | 3.80 |
| 66 | 4.45 | 4.42 | 4.33 | 4.15 | 3.87 |
| 70 | 5.17 | 5.12 | 4.93 | 4.60 | 4.14 |
| 75 | 6.41 | 6.27 | 5.83 | 5.15 | 4.40 |

Option 3: Life Income for Two Annuitants**

| Monthly Payment Amount for Each \$1,000* | | | | | | |
|--|---------------------|-------------|-------------|-------------|---|-------------|
| Rates for a Fixed Annuity Payment with 1% Guaranteed Interest Rate | | | | | | |
| Adjusted Ages | | Option 3(a) | Option 3(b) | Option 3(c) | payments guaranteed 10 years Option 3(d) | Option 3(e) |
| Primary Annuitant | Secondary Annuitant | | | | | |
| 55 | 50 | \$2.57 | \$2.85 | \$3.01 | \$2.57 | \$2.85 |
| 55 | 60 | 2.87 | 3.21 | 3.42 | 2.86 | 3.02 |
| 65 | 60 | 3.25 | 3.69 | 3.96 | 3.25 | 3.70 |
| 65 | 70 | 3.76 | 4.34 | 4.69 | 3.75 | 4.01 |
| 75 | 70 | 4.46 | 5.23 | 5.73 | 4.43 | 5.26 |
| 75 | 80 | 5.45 | 6.50 | 7.20 | 5.31 | 5.90 |

* Net of any applicable Premium Tax deduction

** Rates are based on mortality from Annuity 2000 Table. The rates do not differ by sex.
Rates for ages not shown will be provided on request and will be computed
on a basis consistent with the rates in the above tables.



ING Life Insurance and Annuity Company

Home Office: One Orange Way
Windsor, Connecticut 06095-4774
800-584-6001

**Group, Fixed, Deferred Annuity Contract
(Nonparticipating)**



ING Life Insurance and Annuity Company

One Orange Way
Windsor, Connecticut 06095-4774
800-584-6001

If you have questions, call the toll-free number shown above.

Certificate of Group Annuity Coverage

ING Life Insurance and Annuity Company (ILIAC) will pay benefits according to the terms and conditions set forth in the Contract. The Company certifies that coverage is in force for you under the stated Group Annuity Contract and Certificate numbers.

This Certificate is a summary of the Group Annuity Contract provisions. It replaces any and all prior certificates, riders, or amendments issued to you under the stated Contract and Certificate numbers. This Certificate is for information only and is not a part of the Contract.

Specifications

Contract Holder
[SPECIMEN]

Group Annuity Contract Number
[SPECIMEN]

Type of Plan
[SPECIMEN]

Participant
[SPECIMEN]

Certificate Number
[SPECIMEN]

Right to Cancel

You may cancel your participation in the group Contract within 10 calendar days of receiving this Certificate by returning it to the Company at the address shown above, or to the agent from whom it was purchased. Within seven calendar days of receiving the cancellation request at its Home Office, the Company will return any Contributions received.

Signed at the Home Office on the Effective Date.

President

Secretary

Table of Contents

| | Page |
|---|----------------|
| Contract Schedule I. Accumulation Phase | SI - 1 |
| Contract Schedule II. Annuity Phase | SII - 1 |
| Definitions | 1 |
| Section 1. General Contract Provisions | 3 |
| 1.01 Entire Contract | 3 |
| 1.02 Nonparticipating Contract | 3 |
| 1.03 Control of Contract | 3 |
| 1.04 Certificate | 3 |
| 1.05 Incontestability | 3 |
| 1.06 Grace Period | 3 |
| 1.07 Change of Contract | 3 |
| 1.08 Payments | 4 |
| 1.09 Deferral of Payment | 4 |
| 1.10 Proof of Age | 4 |
| 1.11 Evidence of Survival | 4 |
| 1.12 Misstatements and Adjustments | 4 |
| 1.13 Reports | 4 |
| 1.14 State Laws | 4 |
| 1.15 Claims of Creditors | 4 |
| 1.16 Maintenance Fee | 4 |
| 1.17 Charges for Additional Services | 5 |
| 1.18 Deduction of Plan Fees | 5 |
| 1.19 Plan Administration Subsidy | 5 |
| 1.20 Recodification | 5 |
| Part I. Accumulation Phase | 5 |
| Section 2. Contributions and Individual Account Value | 5 |
| 2.01 Contributions | 5 |
| 2.02 Rollovers | 6 |
| 2.03 Premium Tax | 6 |
| 2.04 Individual Account | 6 |
| 2.05 Experience Credit | 6 |
| 2.06 Individual Account Value | 6 |
| Section 3. Fixed Plus Account | 6 |
| 3.01 Fixed Plus Account Minimum Guaranteed Interest Rate | 6 |
| 3.02 Transfers from the Fixed Plus Account | 6 |
| 3.03 Partial Withdrawals from the Fixed Plus Account | 7 |
| 3.04 Full Withdrawal of the Total Amount in the Fixed Plus Account | 7 |
| 3.05 Waiver of Fixed Plus Account Full Withdrawal Provision | 8 |
| 3.06 Equity Wash Restrictions and Limitations Option (for Participants) | 8 |
| Section 4. Withdrawals and Distributions | 9 |
| 4.01 General Withdrawal Provisions | 9 |
| 4.02 Withdrawal Restrictions Under the Code | 9 |
| 4.03 Reinstatement | 9 |
| 4.04 Required Distributions | 9 |
| 4.05 Systematic Distribution Options (SDOs) | 10 |
| 4.06 Individual Account Termination | 10 |

| | Page |
|---|-------------|
| Section 5. Death Benefit During the Accumulation Phase | 10 |
| 5.01 Death Benefit | 10 |
| 5.02 Contract Beneficiary | 10 |
| 5.03 Distribution of Death Benefit | 10 |
| Part II. Annuity Phase | 11 |
| Section 6. General Provisions | 11 |
| 6.01 Election | 11 |
| 6.02 Annuity Options | 11 |
| 6.03 Mortality Table | 12 |
| 6.04 Payments | 12 |
| 6.05 Fixed Annuity Minimum Guaranteed Interest Rate | 12 |
| 6.06 Death Benefit During the Annuity Phase | 12 |
| Annuity Options Tables | 13 |

Contract Schedule I Accumulation Phase

Control of Contract (see 1.03)

[The Contract is established under a Plan of the Contract Holder pursuant to Section 403(b) of the Code (the Plan).

The Contract Holder controls the Contract.

Unless otherwise provided by the Plan, we will make payments only at the written direction of the Contract Holder and you.

The Contract and Individual Accounts are nontransferable and nonassignable except in the event of a qualified domestic relations order as allowed under the Retirement Equity Act of 1984 (REA).

You have a nonforfeitable right to the value of employer Contributions made to your Individual Accounts subject to any Plan vesting limits as determined by the Contract Holder. You have a nonforfeitable right to the value of employee Contributions made to your Individual Accounts as provided by Code Section 403(b) and subject to the terms of the Plan.

The Contract Holder must notify us in writing if the Plan is, or becomes, subject to the Employee Retirement Income Security Act of 1974 (ERISA) and/or related law or regulations including REA. We will rely on the Contract Holder's determination and representation of the applicability of such laws. If the Plan is subject to ERISA, before we will make a distribution from an Individual Account, the Contract Holder must certify in writing that all applicable REA requirements have been met and that the distribution complies with the Plan.

This Contract is subject to the terms of the Plan, provided that the terms of the Plan do not expand the terms of this Contract and do not impose any responsibilities or duties on the Company greater than those set forth in this Contract.

The Company shall rely upon the Contract Holder's representations regarding the contents of the applicable Plan document, except as otherwise agreed to by the Company. The Company shall rely upon instructions of the Contract Holder and/or its designee in permitting Contributions to and making distributions from this Contract (including distributions due to Plan loans, Annuity payments, qualified domestic relations orders, hardship Withdrawals and systematic distributions options) in accordance with the terms of the Plan.

Subject to the terms of the Plan, tax-free exchanges within the Plan and plan-to-plan transfers involving this Contract, including transfers to a governmental defined benefit plan to purchase permissive service credits within the meaning of Code Section 415(n), may be allowed to the extent permitted by law.

To the extent provided for in the Treasury Regulations, the Contract Holder and/or its designee is responsible for sharing with the Company information that is necessary for the Company to administer this Contract in accordance with the terms of the Plan, Code and the Treasury Regulations, including information necessary for the Company to satisfy its withholding and information reporting obligations under the Code with respect to this Contract. Except to the extent otherwise agreed between the Company and the Contract Holder and/or its designee, the Company shall share with the Contract Holder and/or its designee information regarding this Contract that the Contract Holder and/or its designee requests for purposes of ensuring adherence to the terms of the Plan.]

Claims of Creditors (see 1.15)

[Individual Accounts are not subject to the claim of any creditor of the Contract Holder, you or a beneficiary, except to the extent permitted by law.]

Maintenance Fee (see 1.16)

[The maintenance fee for each Participant under the Contract is [\$XX] as of the Effective Date of the Contract and is subject to change. The fee will never exceed [\$50].

The maintenance fee, deducted quarterly, will be applied pro rata across all Investment Options that are treated as Investment Options offered under the Contract (see Definitions, Investment Option).

The maintenance fee may vary (increase, decrease, or be eliminated) based on the total assets held in all Individual Accounts under the Contract. In determining total assets, we may aggregate Individual Accounts established under different Company Contracts. The aggregate amount is equal to the sum of assets in all Individual Accounts under the Contract, plus the value of Individual Accounts under other Company Contracts of the same class issued to the Contract Holder. We may determine the amount of the maintenance fee based on total assets on an annual basis. We will determine the initial maintenance fee based on our estimate of the amount that will be allocated to the Contract during a period mutually agreed upon by the Contract Holder and us.]

Contribution Limits (see 2.01)

[Except in the case of a rollover Contribution (as permitted by Code Sections 402(c), 402(e)(6), 403(a)(4), 403(b)(8), 403(b)(10), 408(d)(3), 457(e)(16)) and 402A(e)(1), or as a result of an intra-plan exchange or plan-to-plan transfer described under Control of Contract above, Contributions to the Contract must be made by the Contract Holder (or employer if different). The Contract Holder or employer may not make Contributions after your death, except as permitted under Section 1.403(b)-4(d) of the Treasury Regulations.

Contributions may not exceed the applicable limits under Code Sections 415 and 402(g).

Code Section 415 contains the maximum annual contribution limit for a Participant under a Code Section 403(b) plan and includes employer nonelective contributions (including matching contributions), Code Section 403(b) elective deferrals, and after-tax contributions. Any amounts identified to be in excess of this limit that remain in the Contract shall be separately accounted for by the Company in accordance with Code Section 403(c).

For purposes of this section, Code Section 403(b) elective deferrals include employee pre-tax contributions and, to the extent permitted by the Plan and this Contract, any employee designated Roth contributions.

Elective deferral Contributions made to this Contract and any other plans, contracts or arrangements of the Contract Holder on your behalf may not exceed the limits of Code Section 402(g). If the Company is notified that a Contribution to the Contract has exceeded the limits of Code Section 402(g) or any other applicable Code section, the Company will, upon receipt of appropriate instruction, distribute such Contribution plus any earnings or interest and less any losses to you no later than April 15 of the year following the year of the excess Contribution or as otherwise permitted under the Code.]

Rollovers (see 2.02)

- [(a) Where the Code Section 403(b) arrangement is governed by a separate Plan document, then, to the extent allowed by the Plan, this Contract shall accept Contributions that are considered rollover eligible amounts in accordance with Code Section 402(c)(4) from an eligible retirement plan described in Code Section 402(c)(8)(B).
- (b) Where the Code Section 403(b) arrangement is not governed by a separate Plan document, this Contract shall accept Contributions that are considered rollover eligible amounts in accordance with Code Section 402(c)(4) from an eligible retirement plan described in Code Section 402(c)(8)(B).]

Fixed Plus Account Minimum Guaranteed Interest Rates (see 3.01)

[(a) We will add interest daily to amounts held in the Fixed Plus Account at a guaranteed annual rate of no less than [1% - 3%].

(b) For each calendar year, we will also set a one-year minimum guaranteed interest rate which will apply to all amounts held in the Fixed Plus Account during that calendar year. This one-year minimum guaranteed interest rate will never be less than the annual rate described above. It will be established prior to each calendar year and will be made available to the Contract Holder or you, as applicable, in advance of the calendar year.

(c) The Company at its discretion, may credit interest during the calendar year at a rate greater than those rates established pursuant to paragraphs (a) and (b) above. We will make available to the Contract Holder or you, as applicable, the rate currently being credited to amounts held in the Fixed Plus Account.]

Fixed Plus Account Annual Transfer and Partial Withdrawal Limit (see 3.02 and 3.03)

[20%]

Waiver of Fixed Plus Account Transfer Limit (see 3.02)

[\$2,000]

Waiver of Fixed Plus Account Partial Withdrawal Limit (see 3.03)

When you request a partial Withdrawal, the partial Withdrawal limit does not apply when the Withdrawal is:

- [(a) Due to your death during the Accumulation Phase and is made within six months of the date of death (this exception applies to only one partial Withdrawal);
- (b) Used to purchase Annuity payments;
- (c) Subject to the Equity Wash Restrictions and Limitations Option (see 3.06);
- (d) Due to other conditions as we may allow without discrimination, including:
 - (1) Due to your separation from service, (provided, however, that such waiver shall not apply due to your severance from employment that would not otherwise qualify as a separation from service), and when:
 - (i) Separation from service is documented in a form acceptable to us;
 - (ii) The amount is paid directly to you or as a direct rollover to another Code Section 403(b), 401 or governmental 457(b) plan or an Individual Retirement Account or Individual Retirement Annuity designated by you; and
 - (iii) The amount paid for all Withdrawals due to separation from service during the previous [12 months] does not exceed [20%] of the average value of all Individual Accounts under the Contract during that period; or
 - (2) Due to your financial hardship as defined in the Code, and when:
 - (i) If applicable, certified by the employer;
 - (ii) The amount is paid directly to you; and
 - (iii) The amount paid for all Withdrawals due to financial hardship during the previous [12 months] does not exceed [20%] of the average value of all Individual Accounts under the Contract during that period;
- (e) Due to a Plan loan taken in accordance with the terms of the Plan, in which case the portion of the loan amount, if any, that exceeds the amount available from the other Investment Options offered under the Contract, will be automatically transferred from the Fixed Plus Account into the Investment Option designated by the Plan as the loan fund, without regard to the Fixed Plus Account Partial Withdrawal Limit.]

Waiver of Fixed Plus Account Full Withdrawal Provision (see 3.05)

When you request a full Withdrawal, payment from the Fixed Plus Account is not limited as described in 3.04 when the Withdrawal is made:

- [(a) When the amount in the Fixed Plus Account is [\$2,000] or less (or, if applicable, as otherwise allowed by the Plan for a lump-sum cash-out without your consent) and during the previous [12 months] no amounts have been withdrawn, transferred (including transfers made to issue a Plan loan), or used to purchase Annuity payments;
- (b) Due to your death before Annuity payments begin and paid within six months of your death;
- (c) As provided in section 4.06;
- (d) To purchase Annuity payments on a life-contingent basis or payments for a stated period;

- (e) Due to your separation from service, (provided, however, that such waiver shall not apply due to your severance from employment that would not otherwise qualify as a separation from service), and when:
 - (1) Separation from service is documented in a form acceptable to us;
 - (2) The amount is paid directly to you or as a direct rollover to another Code Section 403(b), 401 or governmental 457(b) plan or an Individual Retirement Account or Individual Retirement Annuity designated by you; and
 - (3) The amount paid for all Withdrawals due to separation from service during the previous [12 months] does not exceed [20%] of the average value of all Individual Accounts under the Contract during that period; or
- (f) Due to your financial hardship as defined in the Code, and when:
 - (1) If applicable, certified by the employer;
 - (2) The amount is paid directly to you; and
 - (3) The amount paid for all Withdrawals due to financial hardship during the previous [12 months] does not exceed [20%] of the average value of all Individual Accounts under the Contract during that period.]

Elections Made By the Contract Holder (see 3.06)

At the time of application for the Contract, the Contract Holder may irrevocably elect to have the Equity Wash Restrictions and Limitations Option (for Participants) provision apply to the Contract.

The Equity Wash Restrictions and Limitations Option does [not] apply to the Contract.

Withdrawal Restrictions Under the Code (see 4.02)

- [(a) **In General.** Distributions from this Contract shall be made only in accordance with the requirements of Code Section 403(b), the Treasury Regulations, and the Plan. The Company has no responsibility to make any distribution (including distributions due to Plan loans, Annuity payments, qualified domestic relations orders, hardship Withdrawals and systematic distributions options) from this Contract until it has received instructions or information from the Contract Holder and/or its designee in a form acceptable to the Company and necessary for the Company to administer this Contract in accordance with Code Section 403(b) the Treasury Regulations, and the Plan.
- (b) **Restricted Elective Deferrals.** Restricted Elective Deferrals means (1) with respect to a Section 403(b) annuity contract, elective deferral contributions made after December 31, 1988, pursuant to a salary reduction agreement, and the earnings on such contributions and on amounts held as of December 31, 1988; and (2) with respect to amounts held under a Section 403(b)(7) custodial account that are contributed to this Contract pursuant to an intra-plan exchange or plan-to-plan transfer described under Control of Contract above, elective deferral contributions made pursuant to a salary reduction agreement and the earnings on such contributions. Unless otherwise indicated, Restricted Elective Deferrals include employee designated Roth contributions within the meaning of Code Section 402A(c)(1). Withdrawals and other distributions attributable to Restricted Elective Deferrals shall not be paid from this Contract unless you have (1) reached age 59 1/2, (2) had a severance from employment, (3) died, (4) become disabled (within the meaning of Code Section 72(m)(7)), or (5) incurred a hardship (in which case such amounts shall be limited to actual salary deferral contributions, excluding earnings thereon).
- (c) **Employer Annuity Amounts.** Employer Annuity Amounts means amounts attributable to contributions made to an annuity contract under Code Section 403(b)(1) (including earnings thereon) that are not elective deferrals. Employer Annuity Amounts do not include after-tax employee contributions or earnings thereon. Withdrawals and other distributions attributable to Employer Annuity Amounts shall not be paid from this Contract earlier than your severance from employment or upon the prior occurrence of some event, such as after a fixed number of years, the attainment of a stated age, or disability, as provided in the Plan. This provision does not apply to individual contracts issued prior to January 1, 2009 or to certificates issued prior to January 1, 2009 under group contracts, unless the Plan otherwise restricted such Withdrawals prior to that date.

- (d) **Employer Custodial Amounts.** Employer Custodial Amounts means amounts attributable to contributions made to a custodial account under Code Section 403(b)(7) (including earnings thereon) that are not elective deferrals, and which are contributed to this Contract pursuant to an intra-plan exchange or plan-to-plan transfer described under Control of Contract above. Withdrawals and other distributions attributable to Employer Custodial Amounts that are transferred or exchanged into this Contract shall not be paid from this Contract unless you have (1) reached age 59 1/2, (2) had a severance from employment, (3) died, (4) become disabled (within the meaning of Code Section 72(m)(7)), or (5) incurred a hardship (in which case the portion of the Employer Custodial Amounts available for hardship shall be limited to the Employer Custodial Amount balance held as of December 31, 1988.)
- (e) **Separate Accounting.** If this Contract includes both Restricted Elective Deferrals and other Contributions and the Restricted Elective Deferrals are not separately accounted for by the Company, distributions may not be made earlier than the later of (1) any date permitted under paragraph b of this section, and (2) any date permitted under paragraph c or paragraph d of this section, whichever is applicable, with respect to Contributions that are not Restricted Elective Deferrals.
- (f) **Exchanges and Transfers.** With respect to amounts exchanged or transferred to this Contract pursuant to the Control of Contract provision, this Contract imposes distribution restrictions that are not less stringent than those imposed under the contract being exchanged or under the transferor plan, whichever is applicable, in accordance with Section 1.403(b)-10(b)(2) of the Treasury Regulations.
- (g) **Exceptions**
- (1) Notwithstanding any other provision in this section, Withdrawals and other distributions are permitted to be paid from this Contract to the extent (a) allowed by applicable law, (b) described under Contribution Limits, (c) required by a qualified domestic relations order within the meaning of Section 414(p), or (d) the Withdrawal is a qualified reservist distribution described in Code Section 72(t)(2)(G).
 - (2) If the Contract Holder informs the Company that the Plan has been terminated in accordance with Section 1.403(b)-10(a) of the Treasury Regulations, the Company shall distribute this Contract or the accumulated benefits thereunder in accordance with the requirements of Code Section 403(b) and the Treasury Regulations.
 - (3) The withdrawal restrictions described in this section do not apply to amounts attributable to Contributions that are eligible rollover distributions as described in Section 1.403(b)-10(d) of the Treasury Regulations and that have been separately accounted for by the Company.
- (h) **Withdrawals from Designated Roth Accounts - Exclusion from Income**
- A partial or full Withdrawal from a designated Roth account will be excluded from income if it is a qualified distribution which means:
- (1) the Withdrawal occurs after the 5-taxable year period measured from the earlier of:
 - (i) the first taxable year in which you made a designated Roth Contribution to any designated Roth account established on your behalf under the same applicable retirement plan as defined in Code Section 402A, or
 - (ii) if a rollover Contribution was made from a designated Roth account previously established for you under another applicable retirement plan, the first taxable year for which you made a designated Roth Contribution to such previously established account; and
 - (2) the Withdrawal occurs due to a death benefit distribution to a beneficiary, disability as defined by the Code, or after attainment of age 59 1/2.]

Required Distributions (see 4.04)

[Distributions from this Contract must be made in accordance with the required minimum distribution rules of Code Sections 403(b)(10) and 401(a)(9) and may be taken in the form of an Annuity option or other method permitted by the Contract and the Plan. Distributions from and benefits under this Contract also must satisfy the requirements relating to incidental benefits under Section 1.401-1(b)(1)(ii) of the Treasury Regulations. All such rules are incorporated herein by reference.]

Contract Beneficiary (see 5.02)

[The Contract Holder is the Contract beneficiary. You may designate a beneficiary under the Plan (Plan beneficiary).]

Contract Schedule II

Annuity Phase

Payment Period (see 6.02)

When the Contract Holder, you, or a Contract or Plan beneficiary, as applicable, elects an Annuity payment option under section 6.02 pursuant to which we guarantee Annuity payments for a fixed period of years, the period of years for which we will make guaranteed Annuity payments must be within the range of at least [five] years and no more than [30] years.

Mortality Table (see 6.03)

Society of Actuaries' Annuity 2000 Table

Fixed Annuity Minimum Guaranteed Interest Rate (see 6.05)

The guaranteed annual interest rate for a fixed Annuity will never be less than [1%].

Definitions

Accumulation Phase

The time between an Individual Account Effective Date and the date on which the entire Individual Account value is used to purchase Annuity payments, or otherwise distributed.

Annuitant

The person whose life expectancy determines the amount and/or duration of the payments under a life-contingent Annuity option.

Annuity

Payment of an income:

- (a) For a stated period;
- (b) For the life of one or two people; or
- (c) Some combination of (a) and (b).

A fixed Annuity is one in which the payment amount does not vary.

Annuity Phase

The time during which we make Annuity payments.

Business Day

Each day our Home Office is open for business.

Code

The Internal Revenue Code of 1986, as it is amended from time to time.

Competing Investment Option

Any Investment Option under the Contract which:

- (a) Provides a direct or indirect investment performance guarantee;
- (b) Is, or may be, invested primarily in assets other than common or preferred stock;
- (c) Is, or may be, invested primarily in financial vehicles (such as mutual funds, trusts or insurance contracts) which are invested primarily in assets other than common or preferred stock;
- (d) Is available through a self-directed brokerage arrangement; or
- (e) Is any fund with similar characteristics to the above.

Investment Options that no longer accept Contributions or Transfers are not considered to be Competing Investment Options.

Contract

This agreement between the Company and the Contract Holder.

Contract Holder

The entity, or person, named in the specifications section on the face page, to which the Contract is issued.

Contribution

The payment made to us during the Accumulation Phase. The Contribution may be reduced by any applicable Premium Tax due.

Effective Date

The date, shown in the specifications section on the face page, on which we issue the Contract or establish an Individual Account.

Fixed Plus Account

The fixed interest Investment Option available under the Contract. The Fixed Plus Account is an obligation of our General Account.

Good Order

Instructions that are complete and clear enough to allow us to act without exercising discretion.

Home Office

Our main office located at One Orange Way, Windsor, Connecticut 06095-4774.

Individual Account

An account, or accounts (including, if applicable, accounts for employer Contributions, employee pre-tax Contributions and employee designated Roth Contributions) established for you to maintain a record of transactions and the value of Contributions as invested.

ING Life Insurance and Annuity Company (ILIAC)

ING Life Insurance and Annuity Company ("we," and "our," and "us," and "the Company" refer to ILIAC).

Investment Option

Any investment vehicle, including but not limited to mutual funds and annuity contracts, where Plan assets are or may be invested, transferred, or rolled over. Any Investment Option offered as part of a trust or custodial account held by the Contract Holder and record kept in common with this Contract by the Company, or a company affiliated with the Company, shall be treated as an Investment Option offered under the Contract.

Upon request, the Contract Holder must provide the Company with a copy of any prospectus, or other disclosure material, for any Investment Option offered by the Plan to you and any contractual agreement between an Investment Option provider and the Contract Holder.

Participant

A person who is covered under the retirement Plan or program for which the Contract is issued ("you" or "your" refer to the Participant). The name of the Participant is shown in the specification section on the face page of this Certificate.

Plan

The retirement plan or program for which the Contract is issued.

Premium Tax

Any tax assessed by any governmental entity on Contributions or amounts used to purchase Annuity payments.

Transfer

The movement of funds between Investment Options offered under the Contract.

Withdrawal

The movement of funds from the Fixed Plus Account or any Investment Option offered under the Contract that is not a Transfer, including the movement of funds to Investment Options offered by an investment provider other than the Company or a company affiliated with the Company.

Section 1. General Contract Provisions

1.01 Entire Contract

The entire Contract consists of the Contract, any attachments and any endorsements incorporated.

The Plan, if applicable, is not part of the Contract and the Company is not bound by its terms.

1.02 Nonparticipating Contract

The Contract is nonparticipating. The Contract Holder, you or a beneficiary has no right to share in our earnings.

1.03 Control of Contract

Control of the Contract is as shown on Contract Schedule I under Control of Contract.

1.04 Certificate

Any certificate summarizes Contract provisions; it is for information only and is not part of the Contract. We will provide certificates as required by state law in the state where the Contract is delivered and as allowed under the Plan.

1.05 Incontestability

We will not cancel the Contract because of any error of fact.

1.06 Grace Period

Except as provided in 4.06, the Contract and all Individual Accounts will remain in effect even if Contributions are not continued.

1.07 Change of Contract

We may make changes to the Contract in accordance with the following:

- (a) Only a Vice President or above of the Company or any officer acting pursuant to a written delegation of authority from such person may change the terms of the Contract. No other employee, agent, or representative of the Company may make any change to the Contract;
- (b) The Contract may be changed at any time by written mutual agreement of the Contract Holder and the Company. Where the Company proposes a change to the Contract requiring written mutual agreement, if the Contract Holder does not agree to any change under this provision, no new Participants will be covered under the Contract;
- (c) The Company may not make any unilateral changes to the Contract, except that the Company may change the Contract as specifically provided below in this item (c) of 1.07:
 - (1) The Company may change the terms of the Contract at any time as required by federal or state law; and
 - (2) The Company may change the Annuity Options (see 6.02), the attached Annuity options tables, and the mortality table (see 6.03) we use to calculate payment rates for life-contingent Annuity payments:
 - (i) No earlier than 12 months after the Effective Date of the Contract; and
 - (ii) No earlier than 12 months after the date on which any such prior change was effective.

Any such changes will not apply to any individual participating under the Contract before the effective date of the change, but will apply to new Participants covered on or after the date any change is effective. Any change will not affect the amount or terms of any Annuity beginning before the change is effective; and

- (d) Notwithstanding any other section of the Contract, we do not have the right to change, unilaterally or pursuant to mutual agreement, the provisions of section 3.01 (Fixed Plus Account Minimum Guaranteed Interest Rates) or the Fixed Plus Account Minimum Guaranteed Interest Rates provisions in Contract Schedule I.

1.08 Payments

We make payments as directed by the Contract Holder or you, as applicable. Payment requests must be in writing or as we otherwise allow in our administrative practice. We determine the amount of any payment based on the Individual Account value as of the Business Day we receive a payment request in Good Order at our Home Office. Generally, we make payments within seven calendar days.

1.09 Deferral of Payment

By law, we have the right to defer payment of Withdrawals for up to six (6) months from the date we receive the request after making written request and receiving written approval of the Insurance Commissioner.

1.10 Proof of Age

If a life-contingent Annuity option is elected, we may require proof of the age of an Annuitant.

1.11 Evidence of Survival

We may require proof that any Annuitant under a life-contingent Annuity option is living.

1.12 Misstatements and Adjustments

If we learn that the age of any Annuitant or second Annuitant is misstated, we will use the correct age to adjust payments. We reserve the right to obtain reimbursement, or to adjust future payments for any amount we overpaid. We will pay the amount of any underpayment.

1.13 Reports

Each calendar year we provide the Contract Holder or you, as applicable, with a report of the Individual Account value.

1.14 State Laws

The Contract complies with the laws of the state in which it is delivered. Any cash, death or Annuity payments are equal to or greater than the minimum required. To determine legal reserve valuation, we use Annuity tables as required by law; such tables may be different from those we use to determine Annuity payments.

1.15 Claims of Creditors

Individual Accounts are subject to the claims of creditors of the Contract Holder, you or a beneficiary as shown on Contract Schedule I under Claims of Creditors.

1.16 Maintenance Fee

We may deduct an annual maintenance fee during the Accumulation Phase.

The amount of the maintenance fee, if any, for the Contract will never be more than the amount shown on Contract Schedule I under Maintenance Fee.

If you have more than one Individual Account, we will deduct the fee proportionately from each Individual Account unless the Contract Holder directs otherwise. We may eliminate the fee for an Individual Account established with one lump-sum Contribution.

1.17 Charges for Additional Services

We, or our authorized representatives, may provide administrative services to the Plan under a separate administrative services agreement with the Contract Holder. We may charge for the services described in the separate agreement, and the costs of such services may be periodically deducted directly from Individual Accounts (see 2.06). The amount of such fees, and the frequency at which they may be paid from Individual Accounts, will be specified in the separate agreement between us and the Contract Holder, and will be approved by the Contract Holder.

1.18 Deduction of Plan Fees

Upon written direction from a Contract Holder sponsoring a 403(b), 457(b) or 401(a) plan, and upon confirmation from the Contract Holder that such deduction is permitted under the terms of its Plan, the Company will deduct from account values of Participants under the Contract Holder's Plan the amounts specified by the Contract Holder to pay costs associated with the administration of the Plan in accordance with its terms, the Code and the Treasury Regulations. The Company will deduct such amounts at the frequency specified by the Contract Holder, provided such frequency is agreed to by the Company. The Company will not retain any such amounts deducted but will pay them as directed by the Contract Holder.

If a Contract Holder does not direct such deductions, the Company may in its discretion elect to pay all or part of the administration expenses of the Contract Holder's Plan in accordance with any applicable provisions of the Contract.

1.19 Plan Administration Subsidy

The Company and/or its affiliates may provide Plan administration services to the Contract Holder. Such services may be offered at no or reduced cost. Also, the Company may subsidize all or a portion of the Contract Holder's Plan administration expenses by paying certain costs associated with the Contract Holder's Plan administration personnel and/or certain costs associated with a third party administrator engaged by the Contract Holder to administer the Plan in accordance with its terms, the Code and the Treasury Regulations. The Company shall have no obligation to agree to Plan administration subsidy requests, and unless otherwise agreed to in advance by the Company and the Contract Holder, the Company may limit or terminate the subsidy with respect to a Contract Holder's Plan at the Company's sole discretion. Plan administration subsidies will be paid only to the extent requested by the Contract Holder and agreed to by the Company in writing. The Company will determine the availability of a Plan administration subsidy on a basis that is not unfairly discriminatory.

1.20 Recodification

In the event of any recodification of the Code Section references contained herein, the Contract shall be construed to refer to the original Code Sections as recodified.

Part I. Accumulation Phase

Section 2. Contributions and Individual Account Value

2.01 Contributions

We reserve the right to establish minimum Contribution amounts and to refuse to accept any Contribution.

The Contract Holder or you, as applicable, may establish an Individual Account with one lump-sum Contribution.

Contributions to Individual Accounts may be limited as provided in the Code. The limits, if any, are shown on Contract Schedule I under Contributions Limits.

2.02 Rollovers

Rollovers of amounts from other retirement plans or arrangements are accepted as provided for on Contract Schedule I under Rollovers.

2.03 Premium Tax

We pay any applicable Premium Tax when it is due. We will deduct the amount of any applicable Premium Tax from the Individual Account value no earlier than when there is a tax liability. We reserve the right to deduct any Premium Tax due before a Contribution is allocated to an Individual Account.

2.04 Individual Account

We will establish an Individual Account for you.

If required, we will provide accounts that distinguish between employer Contributions, employee pre-tax Contributions and employee designated Roth Contributions for each Participant.

2.05 Experience Credit

We may apply experience credits (investment, administrative, mortality or other) under the Contract and may apply such credits as a reduction in the maintenance fee or an increase in the minimum one-year guaranteed interest rate provided under the Fixed Plus Account as described in 3.01.

We will apply experience credits at our sole discretion, as we deem appropriate for the class of contracts to which the Contract is issued.

2.06 Individual Account Value

The Individual Account value is equal to the total of all Contributions:

- (a) Plus any interest added on the amount in the Fixed Plus Account;
- (b) Minus any applicable maintenance fees, any amounts withdrawn, or used to purchase Annuity payments, or any applicable Premium Tax; and
- (c) Minus any applicable fees or charges deducted.

Section 3. Fixed Plus Account

3.01 Fixed Plus Account Minimum Guaranteed Interest Rates

We will credit interest to the Fixed Plus Account at annual effective yields that are at least equal to the Fixed Plus Account Minimum Guaranteed Interest Rates shown on Contract Schedule I.

We, at our discretion, may credit interest at a higher rate. We will make available to the Contract Holder or you, as applicable, the rate currently being credited to amounts held in the Fixed Plus Account.

3.02 Transfers from the Fixed Plus Account

During each rolling 12-month period, the percentage shown on Contract Schedule I under Fixed Plus Account Annual Transfer and Partial Withdrawal Limit may be transferred from the Fixed Plus Account to another Investment Option offered under the Contract. Any such Transfer, if made to a Code Section 403(b) Plan Investment Option, will be made in accordance with requirements of the Plan, the Code and applicable regulations.

The amount available for Transfer is based on the Individual Account value in the Fixed Plus Account on the Business Day we receive the Transfer request in Good Order at our Home Office, reduced by any amount withdrawn, transferred (including transfers made to issue a Plan loan), or used to purchase Annuity payments during the 12 months prior to the Transfer request. In addition, we reserve the right to reduce the amount available for Transfer by amounts withdrawn under a systematic distribution option and the right to establish a minimum transfer amount.

The Transfer limit referenced above does not apply when:

- (a) The amount in the Fixed Plus Account is less than or equal to the amount shown on Contract Schedule I under Waiver of Fixed Plus Account Transfer Limit; or
- (b) The Transfer is subject to the Equity Wash Restrictions and Limitations Option (see 3.06).

The Contract Holder or you, as applicable, may request a Transfer by properly completing a Transfer request form and forwarding it to our Home Office, or by otherwise complying with our administrative procedures.

3.03 Partial Withdrawals from the Fixed Plus Account

During each rolling 12-month period, the percentage shown on Contract Schedule I under Fixed Plus Account Annual Transfer and Partial Withdrawal Limit may be withdrawn by you from the Fixed Plus Account. The amount available for Withdrawal is based on the Individual Account value in the Fixed Plus Account on the Business Day we receive the Withdrawal request in Good Order at our Home Office, reduced by any amount withdrawn, transferred (including transfers made to issue a Plan loan), or used to purchase Annuity payments during the 12 months prior to the request. We also reserve the right to reduce the amount available by deducting any amount withdrawn under a SDO (see 4.05).

The partial Withdrawal limit previously referenced does not apply when the Withdrawal is as noted on Contract Schedule I under Waiver of Fixed Plus Account Partial Withdrawal Limit.

3.04 Full Withdrawal of the Total Amount in the Fixed Plus Account

The Contract Holder or you, as applicable, may make a full Withdrawal from the Fixed Plus Account as follows:

- (a) The Contract Holder may withdraw the sum of the value of all Individual Accounts under the Contract provided the Contract Holder controls the Contract (see Contract Schedule I under Control of Contract); and
- (b) You or the Contract Holder, as applicable, may withdraw the entire value of the Individual Account(s) established for you under the terms of this provision unless the option described in 3.06 applies.

Once we receive a Withdrawal request in Good Order at our Home Office, no additional Transfers (including transfers made to issue a Plan loan) or partial Withdrawals are allowed.

For a full Withdrawal to the Contract Holder or to you, we will pay the applicable amount, with interest determined in a manner consistent with 3.01, in five payments as follows, unless, for Withdrawals requested by you, the waiver described in 3.05 applies:

- (1) One-fifth of the following amount: The Individual Account value, or the value of the sum of all Individual Accounts, as applicable, in the Fixed Plus Account as of the Business Day we receive the Withdrawal request in Good Order at our Home Office reduced by the amount, if any, transferred (including transfers made to issue a Plan loan), withdrawn or used to purchase Annuity payments during the prior 12 months. We also reserve the right to reduce the amount available by deducting any amount withdrawn under a SDO (see 4.05); then
- (2) One-fourth of the remaining amount 12 months later; then
- (3) One-third of the remaining amount 12 months later; then
- (4) One-half of the remaining amount 12 months later; then
- (5) The balance of the Individual Account value, or the balance of the value of the sum of all Individual Accounts, as applicable in the Fixed Plus Account 12 months later.

The Contract Holder or you, as applicable, may cancel a full Withdrawal request from the Fixed Plus Account at any time.

3.05 Waiver of Fixed Plus Account Full Withdrawal Provision

When you request a full Withdrawal, payment from the Fixed Plus Account is not limited as described in 3.04 when the Withdrawal is as noted on Contract Schedule I under Waiver of Fixed Plus Full Withdrawal Provision.

3.06 Equity Wash Restrictions and Limitations Option (for Participants)

At the time of application to the Contract, the Contract Holder makes an irrevocable election as to whether the Equity Wash Restrictions and Limitations Option will apply to you. The election of the Contract Holder regarding this option is shown on Contract Schedule I under Elections Made By the Contract Holder.

This option is an alternative for you to the Transfer and Withdrawal payment limitations described in 3.02, 3.03 and 3.04. If this option has been elected, then Transfers and partial and full Withdrawals from the Fixed Plus Account are instead subject to the following restrictions and limitations:

- (a) Transfers between Investment Options offered under the Contract are allowed at any time, subject to the following provisions:
 - (i) Direct Transfers from the Fixed Plus Account cannot be made to a Competing Investment Option;
 - (ii) A Transfer from the Fixed Plus Account to other Investment Options under the Contract cannot be made if a Transfer to a Competing Investment Option has taken place within 90 days;
 - (iii) A Transfer from the Fixed Plus Account to other Investment Options under the Contract cannot be made if a non-benefit Withdrawal from a non-Competing Investment Option has taken place within 90 days; and
 - (iv) A Transfer from a non-Competing Investment Option to a Competing Investment Option cannot be made if a Transfer from the Fixed Plus Account has taken place within 90 days.

Notwithstanding the above, automatic Transfers from the Fixed Plus Account, pursuant to a request for a Plan loan from an Investment Option offered under the Contract other than the Fixed Plus Account, are allowed at any time.

- (b) Withdrawals from the Contract are subject to the following restrictions:
 - (i) Withdrawals from the Fixed Plus Account or any other Investment Option offered under the Contract to pay benefits are allowed at any time;
 - (ii) Non-benefit Withdrawals from the Fixed Plus Account cannot be made; and
 - (iii) Non-benefit Withdrawals from non-Competing Investment Options under the Contract cannot be made if a Transfer from the Fixed Plus Account has taken place within 90 days.

For purposes of this Equity Wash Restrictions and Limitations Option provision, "benefits" are payments to you under the terms of the Plan as allowed by the Code for any of the following reasons: retirement, death, in-service Withdrawals after age 59 1/2, separation from service (not including a severance from employment that would not otherwise qualify as a separation from service), financial hardship, unforeseeable emergency, in-service distribution and distributions under a SDO (see 4.05). The Contract Holder or you, as applicable, must supply documentation acceptable to us to support requests for all such benefit payments.

Section 4. Withdrawals and Distributions

4.01 General Withdrawal Provisions

As allowed by the Plan and subject to Section 3 and provisions of the Code (see 4.02), the Contract Holder or you, as applicable, may withdraw any portion or all of the Individual Account value during the Accumulation Phase. For 403(b), 401 and governmental 457 plans, you or if you are deceased your surviving spousal beneficiary (or your spouse or former spouse who is an alternate payee under a domestic relations order, as defined in Section 414(p) of the Code) who is entitled to an eligible rollover distribution may elect to have any portion of an eligible rollover distribution (as defined in Section 402(c)(4) of the Code) from the Plan paid directly to an eligible retirement plan (as defined in Section 402(c)(8)(B) of the Code) or paid directly to a Roth individual retirement annuity or a Roth individual retirement account as a qualified rollover contribution (as defined in Section 408A(e) of the Code), as specified by you, your beneficiary or spouse in a direct rollover. A beneficiary who at the time of your death was neither your spouse nor your spouse or former spouse who is an alternate payee under a qualified domestic relations order may elect to have any portion of an eligible rollover distribution directly rolled over only to an individual retirement account or individual retirement annuity (IRA) that has been established on behalf of the beneficiary as an inherited IRA (within the meaning of Section 408(d)(3)(C) of the Code), to the extent permitted under the Plan.

The Contract Holder or you, as applicable, may request a Withdrawal by properly completing a Withdrawal request form and forwarding it to our Home Office, or by otherwise complying with our administrative procedures.

4.02 Withdrawal Restrictions Under the Code

The Code may impose restrictions on the amount and timing of Withdrawals. The restrictions applicable to the Contract are shown on Contract Schedule I under Withdrawal Restrictions Under the Code. Withdrawals that do not comply with the Code may be subject to tax penalties.

4.03 Reinstatement

Within 30 calendar days after a Withdrawal, the Contract Holder or you, as applicable may elect to reinstate all or a portion of the proceeds of a full Withdrawal if allowed by applicable law. We must receive the reinstated amount within 60 calendar days of the Withdrawal.

Any maintenance fee imposed at the time of the Withdrawal is included in the reinstatement. Any maintenance fee which falls due after the Withdrawal and before reinstatement is deducted from the amount reinstated.

If only a portion of the amount withdrawn is reinstated, the amount of any maintenance fee deducted will be restored proportionally.

Reinstatement is permitted only once.

4.04 Required Distributions

While an Individual Account remains in the Accumulation Phase, the Code may require distribution of all or a portion of the Individual Account value. The Contract Holder, you or Contract beneficiary, as applicable, must tell us when to begin distributions. We have no responsibility for adverse tax consequences as the result of the Contract Holder, you or Contract beneficiary, as applicable, not complying with minimum distribution requirements.

The distribution requirements, if any, are shown on Contract Schedule I under Required Distributions.

Generally, to meet distribution requirements, the Contract Holder, you or Contract beneficiary, as applicable, may request partial Withdrawals, a systematic distribution option (see 4.05) or an Annuity option.

4.05 Systematic Distribution Options (SDOs)

During the Accumulation Phase, we may offer one or more distribution options under which we make regularly scheduled automatic partial distributions of the Individual Account value. To request a SDO, the Contract Holder, you or Contract beneficiary, as applicable, must complete a SDO election form and forward it to our Home Office.

Each option is available without discrimination to any class of contracts. The availability of any specific option may be subject to terms and conditions applicable to that option. We may discontinue the availability of a SDO option for future election. Payments will, however, continue to Participants who elected the option before the date it is no longer available.

4.06 Individual Account Termination

If Contributions have not been made for a period of two full years and the guaranteed monthly benefit under the Annuity options would be less than \$20 per month, then we may terminate an Individual Account by payment of the Individual Account value. Before we do this, we notify the Contract Holder or you, as applicable, 90 calendar days in advance.

Section 5. Death Benefit During the Accumulation Phase

5.01 Death Benefit

If you die during the Accumulation Phase, we pay a death benefit. The amount of the death benefit is the Individual Account value as of the Business Day we receive acceptable proof of death and a written claim for the death benefit at our Home Office.

5.02 Contract Beneficiary

The Contract beneficiary is shown on Contract Schedule I under Contract Beneficiary. Generally, you may name a beneficiary under the Plan (the Plan beneficiary). If allowed by the Plan, when designating the beneficiary, the Contract Holder or you, as applicable, may specify the form of payment as permitted by the Code. The beneficiary and the form of payment, if applicable, may be designated or changed in writing or as we may otherwise allow in our administrative procedures.

5.03 Distribution of Death Benefit

Generally, if the Plan beneficiary is your surviving spouse, distribution of the death benefit must begin no later than the year you would have attained age 70 1/2 or any other date allowed under federal law or regulations.

If the Plan beneficiary is not your surviving spouse, generally, the death benefit must be used to purchase Annuity payments within one year of the year of your death or otherwise paid within five years of the year of the your death.

Annuity payments to a Plan beneficiary may not extend beyond the period specified in the Code.

Part II. Annuity Phase

Section 6. General Provisions

6.01 Election

The Contract Holder, you, or a Contract or Plan beneficiary, as applicable, may elect an Annuity option (see 6.02) by properly completing an election form and forwarding it to our Home Office no later than 30 calendar days before the desired first Annuity payment date. All Annuity option elections must comply with any Plan requirements and regulatory requirements including the Code minimum distribution requirements.

All or any portion of the Individual Account value (after the deduction of any applicable Premium Tax) may be used to purchase Annuity payments.

Once payments begin, an Annuity option may not be revoked, nor may any amount be withdrawn except as noted below.

6.02 Annuity Options

The Contract Holder, you, or a Contract or Plan beneficiary, as applicable, must elect one of the following fixed Annuity options and, if applicable, a payment period for the option. For each option, the attached Annuity options tables provide the Company's guaranteed Annuity purchase rates in effect as of the date the Contract is delivered:

Option 1: Payments for a Stated Period

This option provides payments for a stated period of years. The number of years in the payment period must fall within the range shown on Contract Schedule II under Payment Period.

At the time this option is chosen (if permitted by the Code), an annual increase of one, two or three percent (compounded annually) may be elected.

Option 2: Life Income for One Annuitant

This option provides payments for the life of the Annuitant. If this option is elected, the Contract Holder, you, or a Contract or Plan beneficiary, as applicable, must also choose one of the following:

- (a) Payments that cease at the death of the Annuitant; or
- (b) Payments that are guaranteed for a period of years; the number of years in the payment period must fall within the range shown on Contract Schedule II under Payment Period.

Under (a) or (b), an annual increase of one, two or three percent (compounded annually) may be elected at the time the Annuity option is chosen (if permitted by the Code).

Option 3: Life Income for Two Annuitants

This option provides payments for the lives of the Annuitant and a second Annuitant. Payments continue until both Annuitants have died. If this option is elected, the Contract Holder, you, or a Contract or Plan beneficiary, as applicable, must also choose one of the following:

- (a) 100% of the payment amount to continue after the first death; or
- (b) 66 2/3% of the payment amount to continue after the first death; or
- (c) 50% of the payment amount to continue after the first death; or
- (d) 100% of the payment amount to continue after the first death with payments guaranteed to the beneficiary after the second death for a period of years; the number of years in the payment period must fall within the range shown on Contract Schedule II under Payment Period; or
- (e) 100% of the payment amount to continue at the death of the specified second Annuitant and 50% of the payment amount to continue at the death of the specified Annuitant.

Under (a) or (d), an annual increase of one, two or three percent (compounded annually) may be elected at the time the Annuity option is chosen (if permitted by the Code).

Other Options

As allowed under applicable state law, we reserve the right to make other options available.

6.03 Mortality Table

The mortality table for the Contract is shown on Contract Schedule II under Mortality Table.

6.04 Payments

The first payment amount must be at least \$100 per month or \$500 per year. We reserve the right to increase the minimum first payment amount, if allowed by state law, based on increases reflected in the Consumer Price Index-Urban (CPI-U) since January 1, 2009.

To calculate the guaranteed payments for a fixed Annuity, we will use the Annuitant's adjusted age and, if applicable, the second Annuitant's adjusted age. The Annuitant's adjusted age and, if applicable, the second Annuitant's adjusted age is the person's age as of the birthday closest to the day Annuity payments begin, reduced as follows:

- (a) Reduced by one year for payments beginning before January 1, 2014;
- (b) Reduced by two years for payments beginning during the period from January 1, 2014 through December 31, 2023;
- (c) Starting on January 1, 2024, reduced by one additional year for payments beginning in each succeeding ten year period.

We will use the applicable current settlement option rates if they will provide higher fixed Annuity payments.

6.05 Fixed Annuity Minimum Guaranteed Interest Rate

The interest rate for a fixed Annuity will never be less than the minimum guaranteed rate shown on Contract Schedule II under Fixed Annuity Minimum Guaranteed Interest Rate.

6.06 Death Benefit During the Annuity Phase

The Contract Holder or you, as applicable, must name a beneficiary for the Annuity Phase. Unless not allowed by the Plan, or restricted by the Contract Holder, or you, as applicable, the beneficiary may name a beneficiary.

If an Annuitant(s) dies, any remaining guaranteed payments continue to the beneficiary. Payments are made at least as rapidly as provided by the option in effect at the death of the Annuitant. Annuity payments to a beneficiary may not extend beyond (1) the life of the beneficiary, or (2) any period certain greater than the beneficiary's life expectancy as determined by the Code.

The beneficiary may also elect a lump-sum payment equal to the present value of any remaining payments.

The interest rate used to determine the first Annuity payment is used to calculate the present value. The present value is determined as of the Business Day we receive acceptable proof of death and a written claim for the death benefit at our Home Office.

Unless not allowed by the Plan or restricted by the Contract Holder, or you, as applicable, if the beneficiary dies while receiving payments, the present value of any remaining guaranteed payments is paid in a lump-sum payment to the beneficiary's beneficiary or to the beneficiary's estate.

Annuity Options Tables

OPTION 1: Payments for a Stated Period

| Monthly Amount for Each \$1,000* | | | |
|--|---------|-------|---------|
| Rates for a Fixed Annuity with a 1% Guaranteed Interest Rate | | | |
| Years | Payment | Years | Payment |
| 5 | \$17.08 | 20 | \$4.59 |
| 10 | 8.75 | 25 | 3.76 |
| 15 | 5.98 | 30 | 3.21 |

Option 2: Life Income for One Annuitant**

| Monthly Payment Amount for Each \$1,000* | | | | | |
|--|--------------------------------|--|---|---|---|
| Rates for a Fixed Annuity Payment with 1% Guaranteed Interest Rate | | | | | |
| Adjusted Age of Annuitant | Option 2(a): payments for life | Option 2(b): payments guaranteed 5 years | Option 2(b): payments guaranteed 10 years | Option 2(b): payments guaranteed 15 years | Option 2(b): payments guaranteed 20 years |
| 55 | \$3.20 | \$3.19 | \$3.18 | \$3.14 | \$3.08 |
| 60 | 3.67 | 3.66 | 3.62 | 3.55 | 3.43 |
| 65 | 4.30 | 4.27 | 4.19 | 4.04 | 3.80 |
| 66 | 4.45 | 4.42 | 4.33 | 4.15 | 3.87 |
| 70 | 5.17 | 5.12 | 4.93 | 4.60 | 4.14 |
| 75 | 6.41 | 6.27 | 5.83 | 5.15 | 4.40 |

Option 3: Life Income for Two Annuitants**

| Monthly Payment Amount for Each \$1,000* | | | | | | |
|--|---------------------|-------------|-------------|-------------|---|-------------|
| Rates for a Fixed Annuity Payment with 1% Guaranteed Interest Rate | | | | | | |
| Adjusted Ages | | Option 3(a) | Option 3(b) | Option 3(c) | payments guaranteed 10 years Option 3(d) | Option 3(e) |
| Primary Annuitant | Secondary Annuitant | | | | | |
| 55 | 50 | \$2.57 | \$2.85 | \$3.01 | \$2.57 | \$2.85 |
| 55 | 60 | 2.87 | 3.21 | 3.42 | 2.86 | 3.02 |
| 65 | 60 | 3.25 | 3.69 | 3.96 | 3.25 | 3.70 |
| 65 | 70 | 3.76 | 4.34 | 4.69 | 3.75 | 4.01 |
| 75 | 70 | 4.46 | 5.23 | 5.73 | 4.43 | 5.26 |
| 75 | 80 | 5.45 | 6.50 | 7.20 | 5.31 | 5.90 |

* Net of any applicable Premium Tax deduction

** Rates are based on mortality from Annuity 2000 Table. The rates do not differ by sex.
Rates for ages not shown will be provided on request and will be computed
on a basis consistent with the rates in the above tables.



ING Life Insurance and Annuity Company

Home Office: One Orange Way
Windsor, Connecticut 06095-4774
800-584-6001

Certificate of Group Annuity Coverage

SERFF Tracking Number: INGD-126322981 State: Arkansas
Filing Company: ING Life Insurance and Annuity Company State Tracking Number: 44101
Company Tracking Number: G-FP3-09
TOI: A02G Group Annuities - Deferred Non-variable Sub-TOI: A02G.002 Flexible Premium
Product Name: G-FP3-09
Project Name/Number: /

Supporting Document Schedules

Item Status: **Status**
Date:

Satisfied - Item: Flesch Certification

Comments:

Attached is the Certification of Compliance and the required notices which are issued with the contract.

Attachments:

AR Cert - 19.pdf

ARCONS (10-09).pdf

AR-C (1-04).pdf

Item Status: **Status**
Date:

Satisfied - Item: Application

Comments:

The group annuity application we plan to use for this contract is 300-MOP-02, which was previously approved by the Department on 05/07/02.

Attachment:

300-MOP-02 - Group Annuity Application.pdf

Item Status: **Status**
Date:

Satisfied - Item: Statement of Variability

Comments:

Attached is the Statement of Variability.

Attachment:

SOV-G-FP3-09.pdf

Item Status: **Status**
Date:

Satisfied - Item: Actuarial Memorandum

Comments:

Attached is the Actuarial Memorandum.

Attachment:

SERFF Tracking Number: *INGD-126322981* *State:* *Arkansas*
Filing Company: *ING Life Insurance and Annuity Company* *State Tracking Number:* *44101*
Company Tracking Number: *G-FP3-09*
TOI: *A02G Group Annuities - Deferred Non-variable* *Sub-TOI:* *A02G.002 Flexible Premium*
Product Name: *G-FP3-09*
Project Name/Number: /
G-FP3-09 - GMIR Actuarial Memo.pdf

STATE OF ARKANSAS
CERTIFICATION OF COMPLIANCE

CARRIER: ING Life Insurance and Annuity Company

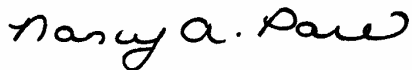
FORM NUMBER(S)

FORM TITLE(S)

G-FP3-09
CERT-FP3-09

Group, Fixed, Deferred, Annuity Contract
Certificate of Group Annuity Coverage

I hereby certify that to the best of my knowledge and belief the above form submission complies with Rule and Regulation 19s10 as well as all applicable requirements for the State of Arkansas.



Signature of Officer or Representative

Nancy A. Pare

Name

Contract Analyst

Title and/or Business Affiliation

11/13/09

Date

**ING LIFE INSURANCE AND ANNUITY COMPANY
ONE ORANGE WAY
WINDSOR, CONNECTICUT 06095**

IN THE EVENT THAT YOU WISH TO CONTACT YOUR POLICYHOLDER SERVICE OFFICE,
THE FOLLOWING INFORMATION IS PROVIDED TO ASSIST YOU:

ING Life Insurance and Annuity Company

One Orange Way
Windsor, CT 06095
Telephone: 1-800-654-8065

[Name Of Agent]

[Address]

[Telephone Number]

IF WE AT ING FAIL TO PROVIDE YOU WITH REASONABLE AND
ADEQUATE SERVICE, YOU SHOULD FEEL FREE TO CONTACT:

ARKANSAS INSURANCE DEPARTMENT
CONSUMER SERVICES DIVISION
1200 WEST THIRD STREET
LITTLE ROCK, ARKANSAS 72201
(501) 371-2640 OR 1-800-852-5494
(501) 371-2749 Fax

LIMITATIONS AND EXCLUSIONS UNDER THE ARKANSAS LIFE AND DISABILITY INSURANCE GUARANTY ASSOCIATION ACT

Guaranty Notice

Residents of this state who purchase life insurance, annuities or health and accident insurance should know that the insurance companies licensed in this state to write these types of insurance are members of the Arkansas Life and Health Insurance Guaranty Association ("Guaranty Association"). The purpose of this Guaranty Association is to assure that policy and contract owners will be protected, within certain limits, in the unlikely event that a member insurer becomes financially unable to meet its obligations. If this should happen, the Guaranty Association will assess its other member insurance companies for the money to pay the claims of policy owners who live in this state and, in some cases, to keep coverage in force. The valuable extra protection provided by the member insurers through the Guaranty Association is not unlimited, however. And, as noted in the box below, this protection is not a substitute for consumers' care in selecting insurance companies that are well managed and financially stable.

Disclaimer

The Arkansas Life and Health Insurance Guaranty Association ("Guaranty Association") may not provide coverage for this policy. If coverage is provided, it may be subject to substantial limitations or exclusions, and require continued residency in the state. You should not rely on coverage by the Guaranty Association in purchasing an insurance policy or contract.

Coverage is NOT provided for your policy or contract or any portion of it that is not guaranteed by the insurer or for which you have assumed the risk, such as non-guaranteed amounts held in a separate account under a variable life or variable annuity contract.

Insurance companies or their agents are required by law to provide you with this notice. However, insurance companies and their agents are prohibited by law from using the existence of the Guaranty Association to induce you to purchase any kind of insurance policy.

The Arkansas Life and Health Insurance Guaranty Association
c/o The Liquidation Division
1023 West Capitol, Suite 2
Little Rock, Arkansas 72201

Arkansas Insurance Department
1200 West Third Street
Little Rock, Arkansas 72201-1904

The state law that provides for this safety-net is called the Arkansas Life and Health Insurance Guaranty Association Act ("Act"). Below is a brief summary of the Act's coverages, exclusions and limits. This summary does not cover all provisions of the Act; nor does it in any way change anyone's rights or obligations under the Act or the rights or obligations of the Guaranty Association.

Coverage

Generally, individuals will be protected by the Guaranty Association if they live in this state and hold a life, annuity, or health insurance contract or policy, or if they are insured under a group insurance contract, issued by a member insurer. The beneficiaries, payees or assignees of policy or contract owners are protected as well, even if they live in another state.

(please turn to back page)

Exclusions from Coverage

However persons holding such policies are NOT protected by the Guaranty Association if:

They are eligible for protection under the laws of another state (this may occur when the insolvent insurer was incorporated in another state whose guaranty association protects insureds who live outside that state);

The insurer was not authorized to do business in this state;

Their policy or contract was issued by a nonprofit hospital or medical service organization, an HMO, a fraternal benefit society, a mandatory state pooling plan, a mutual assessment company or similar plan in which the policy or contract owner is subject to future assessments, or by an insurance exchange.

The Guaranty Association also does NOT provide coverage for:

Any policy or contract or portion thereof which is not guaranteed by the insurer or for which the owner has assumed the risk, such as non-guaranteed amounts held in a separate account under a variable life or variable annuity contract;

Any policy of reinsurance (unless an assumption certificate was issued);

Interest rate yields that exceed an average rate;

Dividends and voting rights and experience rating credits;

Credits given in connection with the administration of a policy by a group contract holder;

Employers' plans to the extent they are self-funded (that is, not insured by an insurance company, even if an insurance company administers them);

Unallocated annuity contracts (which give rights to group contract holders, not individuals);

Unallocated annuity contracts issued to/in connection with benefit plans protected under Federal Pension Benefit Corporation ("FPBC")(whether the FPBC is yet liable or not);

Portions of an unallocated annuity contract not owned by a benefit plan or a government lottery (unless the owner is a resident) or issued to a collective investment trust or similar pooled fund offered by a bank or other financial institution);

Portions of a policy or contract to the extent assessments required by law for the Guaranty Association are preempted by State or Federal law;

Obligations that do not arise under the policy or contract, including claims based on marketing materials or side letters, riders, or other documents which do not meet filing requirements, or claims for policy misrepresentations, or extra-contractual or penalty claims;

Contractual agreements establishing the member insurer's obligations to provide book value accounting guarantees for defined contribution benefit plan participants (by reference to a portfolio of assets owned by a nonaffiliated benefit plan or its trustees).

Limits on Amount of Coverage

The Act also limits the amount the Guaranty Association is obligated to cover: The Guaranty Association cannot pay more than what the insurance company would owe under a policy or contract. Also, for any one insured life, the Guaranty Association will pay a maximum of \$300,000 - no matter how many policies and contracts there were with the same company, even if they provided different types of coverages. Within this overall \$300,000 limit, the Association will not pay more than \$300,000 in health insurance benefits, \$300,000 in present value of annuity benefits, or \$300,000 in life insurance death benefits or net cash surrender values - again, no matter how many policies and contracts there were with the same company, and no matter how many different types of coverages. There is a \$1,000,000 limit with respect to any contract holder for unallocated annuity benefits, irrespective of the number of contracts held by the contract holder. These are limitations for which the Guaranty Association is obligated before taking into account either its subrogation and assignment rights or the extent to which those benefits could be provided out of the assets of the impaired or insolvent insurer.



Application Form

Group Annuity Contracts

ING Life Insurance and Annuity Company

P.O. Box 990063

Hartford, CT 06199-0063

Home Office Windsor, CT

| | | | |
|--|--|-------|------------------------|
| Applicant Information | Applicant Name (Employer) | | Tax Identification No. |
| | Applicant Address (No. & Street) | | P.O. Box (optional) |
| | City/Town | State | Zip Code |
| Account Information | Plan Name (if any) | | |
| | <p>Type of Organization:</p> <p><input type="checkbox"/> Governmental Organization</p> <p> <input type="checkbox"/> State, local, county, municipality</p> <p> <input type="checkbox"/> Healthcare</p> <p> <input type="checkbox"/> Public School</p> <p> <input type="checkbox"/> K-12</p> <p> <input type="checkbox"/> Higher Education</p> <p><input type="checkbox"/> Tax-exempt Organization (includes churches, healthcare organizations and private education organizations)</p> <p> <input type="checkbox"/> 501(c)(3) Organization (IRS Tax-exempt status letter required to be submitted for organizations formed after 10/9/69)</p> <p> <input type="checkbox"/> Church, qualified and non-qualified Church controlled organizations</p> <p> <input type="checkbox"/> Healthcare</p> <p> <input type="checkbox"/> Education</p> <p> <input type="checkbox"/> Other: _____ Type of Entity: _____</p> <p> <input type="checkbox"/> 501(c)() Organization Type of Entity: _____</p> <p><input type="checkbox"/> For Profit Organization:</p> <p> <input type="checkbox"/> Corporation</p> <p> <input type="checkbox"/> Unincorporated (e.g. partnerships and self employed individuals; also including S Corporations)</p> <p><input type="checkbox"/> Other: _____</p> <p>Type of Plan:</p> <p>457 Plan</p> <p> <input type="checkbox"/> Governmental 457(b) (including public schools)</p> <p> <input type="checkbox"/> Tax-exempt 457(b) top hat (for select management and/or highly compensated employees)</p> <p> <input type="checkbox"/> Tax-exempt 457(b) (only non-qualified Church controlled organizations)</p> <p> <input type="checkbox"/> 457(f)</p> <p>403(b)</p> <p> <input type="checkbox"/> 403(b) Non-ERISA public schools and ERISA exempt 501(c)(3) organizations</p> <p> <input type="checkbox"/> 403(b) ERISA (generally, 501(c)(3) organization sponsoring a 403(b) with employer and/or employee contributions)</p> <p>401(a)/(k)</p> <p> <input type="checkbox"/> 401(a)</p> <p> <input type="checkbox"/> 401(k) - employee salary deferral plan</p> <p>Other: _____</p> <p>Product:</p> <p> <input type="checkbox"/> Government Custom Choice - Value</p> <p> <input type="checkbox"/> Government Custom Choice - Original-(not available unless linking to an existing Master Billing Group)</p> <p> <input type="checkbox"/> Retirement Master</p> <p> <input type="checkbox"/> Education Custom Choice</p> <p> <input type="checkbox"/> Retirement Plus</p> <p> <input type="checkbox"/> Voluntary Tax Deferred Annuity</p> <p> <input type="checkbox"/> Retirement Choice (Fixed Plus III)</p> <p> <input type="checkbox"/> Other _____</p> | | |
| <p>Is this Plan subject to ERISA Title I? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes, indicate Plan Anniversary Month/Day _____</p> <p>If Yes, indicate Plan Beginning Date _____</p> <p>Contract is to be: <input type="checkbox"/> Allocated <input type="checkbox"/> Unallocated</p> <p>CONTRACT EFFECTIVE DATE: _____</p> | | | |

Statement of Variability
Group Annuity Contract G-FP3-09 and
Certificate CERT-FP3-09

| <u>Contract Schedule/Title</u> | <u>Variation(s)/Parameters of Brackets</u> | <u>When Used/When Changed</u> |
|---|---|---|
| <p>Contract Schedule I Control of Contract</p> | <p>The bracketed language shown is for 403(b) non-voluntary plans. The schedule will show one of the following variations for 403(b) voluntary, 401 or 457(b) plans:</p> <p>The schedule will show the following variation for 403(b) voluntary plans:</p> <ul style="list-style-type: none"> • <u>For 403(b) Voluntary Plans</u> <p>The Contract is established under a Plan of the Contract Holder pursuant to Section 403(b) of the Code (the Plan).</p> <p>This is a Contract between the Contract Holder and the Company only to satisfy the purchase requirements of Code Section 403(b)(1). The Contract Holder has no right, title, or interest in the value of Individual Accounts established under the Contract.</p> <p>Participants own all amounts held in their Individual Accounts and may make any choices allowed under the Contract.</p> <p>The Contract and Individual Accounts are nontransferable and nonassignable except in the event of a qualified domestic relations order as allowed under the Retirement Equity Act of 1984 (REA).</p> <p>The Contract Holder must notify us in writing if the Plan is, or becomes, subject to the Employee Retirement Income Security Act of 1974 (ERISA) and/or related law or regulations including REA. We will rely on the Contract Holder's determination and representation of the applicability of such laws. If the Plan is subject to ERISA, before we will make a distribution from an Individual Account, the Contract Holder must certify in writing that all applicable REA requirements have been met and that the distribution complies with the Plan.</p> <p>This Contract is subject to the terms of the Plan, provided that the terms of the Plan do not expand the terms of this Contract and do not impose any responsibilities or duties on the Company greater than those set forth in this Contract.</p> <p>The Company shall rely upon the Contract Holder's representations regarding the contents of the applicable Plan document, except as otherwise agreed to by the Company. The Company shall rely</p> | <p>Language used will depend on the plan type to which the Contract is issued as a funding vehicle and specific plan characteristics.</p> |

Statement of Variability
Group Annuity Contract G-FP3-09 and
Certificate CERT-FP3-09

| <u>Contract Schedule/Title</u> | <u>Variation(s)/Parameters of Brackets</u> | <u>When Used/When Changed</u> |
|---|--|-------------------------------|
| <p>Contract Schedule I Control of Contract (Continued)</p> | <p>upon instructions of the Contract Holder and/or its designee in permitting Contributions to and making distributions from this Contract (including distributions due to Plan loans, Annuity payments, qualified domestic relations orders, hardship Withdrawals and systematic distributions options) in accordance with the terms of the Plan.</p> <p>Subject to the terms of the Plan, tax-free exchanges within the Plan and plan-to-plan transfers involving this Contract, including transfers to a governmental defined benefit plan to purchase permissive service credits within the meaning of Code Section 415(n), may be allowed to the extent permitted by law.</p> <p>To the extent provided for in the Treasury Regulations, the Contract Holder and/or its designee is responsible for sharing with the Company information that is necessary for the Company to administer this Contract in accordance with the terms of the Plan, Code and the Treasury Regulations, including information necessary for the Company to satisfy its withholding and information reporting obligations under the Code with respect to this Contract. Except to the extent otherwise agreed between the Company and the Contract Holder and/or its designee, the Company shall share with the Contract Holder and/or its designee information regarding this Contract that the Contract Holder and/or its designee requests for purposes of ensuring adherence to the terms of the Plan.</p> <ul style="list-style-type: none"> • For 401 Plans The Contract Holder controls the Contract. By notifying us in writing, the Contract Holder may allow Participants to choose Investment Options for an Individual Account <p>We will make payments under the Contract only at the written direction of the Contract Holder and a Participant. Unless otherwise specified by the Plan, we will not make a distribution from an Individual Account without written direction from the Contract Holder and a Participant.</p> <p>The Contract and Individual Accounts are nontransferable and nonassignable except in the event of a qualified domestic relations order as allowed under the Retirement Equity Act of 1984 (REA).</p> | |

Statement of Variability
Group Annuity Contract G-FP3-09 and
Certificate CERT-FP3-09

| <u>Contract Schedule/Title</u> | <u>Variation(s)/Parameters of Brackets</u> | <u>When Used/When Changed</u> |
|---|--|-------------------------------|
| <p>Contract Schedule I Control of Contract (Continued)</p> | <p>Participants have a nonforfeitable right to the value of employer Contributions made to their Individual Accounts subject to any Plan vesting limits as determined by the Contract Holder. Participants have a nonforfeitable right to the value of employee Contributions made to their Individual Accounts subject to the terms of the Plan.</p> <p>The Contract Holder must notify us in writing if the Plan is, or becomes, subject to the Employee Retirement Income Security Act of 1974 (ERISA) and/or related law or regulations including REA. We will rely on the Contract Holder's determination and representation of the applicability of such laws. If the Plan is subject to ERISA, before we will make a distribution from an Individual Account, the Contract Holder must certify in writing that all applicable REA requirements have been met and that the distribution complies with the Plan.</p> <ul style="list-style-type: none"> • <u>For Governmental 457(b) Plans Under Code Section 457(e)(1)(A)</u> The Contract Holder controls the Contract. By notifying us in writing, the Contract Holder may allow Participants to choose Investment Options for an Individual Account. We will make payments only at the written direction of the Contract Holder. The Contract and Individual Accounts are nontransferable and nonassignable. <p>All amounts held under this Contract, and any amounts paid or distributed, are for the exclusive benefit of Plan Participants and their beneficiaries as provided under Code Section 457(g).</p> <ul style="list-style-type: none"> • <u>For 457(b) Plans of Tax-Exempt Employers Under Code Section 457(e)(1)(B)(other than non-electing church plans of nonqualified church-controlled organizations)</u> The Contract Holder controls this Contract. By notifying us in writing, the Contract Holder may allow Participants to choose Investment Options for an Individual Account. We will make payments only at the written direction of the Contract Holder. <p>All rights in this Contract rest with the Contract Holder, who is entitled to all amounts held under this Contract. This Contract is designed to be used in</p> | |

Statement of Variability
Group Annuity Contract G-FP3-09 and
Certificate CERT-FP3-09

| <u>Contract Schedule/Title</u> | <u>Variation(s)/Parameters of Brackets</u> | <u>When Used/When Changed</u> |
|---|---|---|
| Contract Schedule I Control of Contract (Continued) | <p>connection with deferred compensation plans sponsored by tax-exempt organizations under Code Section 457(b). Participation in this Contract is limited to only a select group of management or highly compensated employees of the Contract Holder. It is the Contract Holder's responsibility to determine an individual's eligibility to participate in this Contract. The Company is not responsible for making this determination.</p> <ul style="list-style-type: none"> • <u>For 457(b) Plans of Tax-Exempt, Nonqualified Church-Controlled Organizations</u> <p>The Contract Holder controls this Contract. By notifying us in writing, the Contract Holder may allow Participants to choose Investment Options for an Individual Account. We will make payment only at the written direction of the Contract Holder.</p> <p>All rights in this Contract rest with the Contract Holder, who is entitled to all amounts held under this Contract. This Contract is designed to be used in connection with deferred compensation plans under Code Section 457(b) that are sponsored by tax-exempt, nonqualified, church-controlled organizations exempt from Title I of the Employee Retirement Income Security Act of 1974 (ERISA), and which are not churches, as defined in Code Section 3121(w)(3)(A), as amended, or qualified church-controlled organizations, as defined in Code Section 3121(w)(3)(B), as amended. It is the Contract Holder's responsibility to determine the Plan's and sponsoring organization's status under ERISA and the Code. The Company is not responsible for making these determinations.</p> | |
| Contract Schedule I Claims of Creditors | <p>The bracketed language shown is for 403(b), 401(a), 401(k), 403(a) and governmental 457 plans. The following language will be used for 457 plans of tax-exempt employers (including non-electing church plans of nonqualified church-controlled organizations):</p> <p>Individual Accounts are subject to the claims of the Contract Holder's general creditors. Individual Accounts are not subject to the claim of any creditor of a Participant or beneficiary, except to the extent provided by law.</p> | <p>Language used will depend on the plan type to which the Contract is issued as a funding vehicle.</p> |

Statement of Variability
Group Annuity Contract G-FP3-09 and
Certificate CERT-FP3-09

| <u>Contract Schedule/Title</u> | <u>Variation(s)/Parameters of Brackets</u> | <u>When Used/When Changed</u> | | | | |
|---|---|---|------------------------|------------------|--------|---|
| Contract Schedule I Maintenance Fee | <p>For the values shown in brackets in this item: <u>First sentence:</u> When we issue the contract to a specific Contract Holder, we will insert a dollar value (in place of “XX”) equal to the <i>initial</i> actual fee applicable to that customer (anywhere from \$0 to \$50). The actual fee may vary among Contract Holders. <u>Second sentence:</u> The stated maximum in a specific contract is not subject to change after the contract is delivered. We reserve the right to issue contracts with a maximum fee that is lower than the \$50 shown in brackets.</p> <p>If it becomes administratively feasible, we would like the ability to vary the maintenance fee based on a Participant’s total assets and therefore, Contract Schedule I may show the following variation:</p> <p>[The maintenance fee for each Participant under the Contract is determined by a Participant’s total assets, which for the purposes of this provision includes the amounts held in the Participant’s Individual Account(s) under this contract and in the Participant’s account(s) under a mutual fund program sponsored by the Company and/or its affiliates that is offered as a companion investment to this Contract in connection with the Plan as follows:</p> <table><tr><td>Participant’s Total Assets Under [\$XX]</td><td>Maintenance Fee [\$XX]</td></tr><tr><td>[\$XX] or higher</td><td>[\$XX]</td></tr></table> <p>The maintenance fee is subject to change after issue, but it will never exceed the amounts shown in the table above.</p> <p>The maintenance fee, deducted annually, will be applied pro rata across all Investment Options that are treated as Investment Options offered under the Contract (see Definitions, Investment Option).]</p> <p>For the values shown in brackets <u>in the table above:</u> When we issue the contract to a specific Contract Holder, we will insert a dollar value (in place of “XX”) equal to the <i>initial</i> actual fee applicable to a Participant with a stated value of total assets (anywhere from \$0 to \$50). The actual fee schedule may vary among Contract Holders. We will insert a dollar value (in place of “XX”) for a Participant’s total assets.</p> | Participant’s Total Assets Under [\$XX] | Maintenance Fee [\$XX] | [\$XX] or higher | [\$XX] | <p>The fee may vary (increase, not beyond \$50, decrease or be eliminated) under various conditions, as described in the contract. Any change to the annual maintenance fee will reflect differences in administration costs and services after taking into consideration factors such as the following:</p> <ul style="list-style-type: none">• Characteristics and nature of the group to which a contract is issued;• Expected level of assets under the contract and related contracts;• Number of eligible participants and the Plan’s participation rate;• Level of our anticipated ongoing expenses in administering the contract;• Differences in a Participant’s total assets, if applicable;• Number of active investment providers in the Plan. <p>Any change to the maintenance fee will be determined and implemented on a basis that is not unfairly discriminatory. The rules for determining reduction or elimination of the maintenance fee may change over time, but will be equitably and uniformly applied at all times.</p> <p>Regarding the maximum maintenance fee, please see <u>endnote #1</u> below.</p> |
| Participant’s Total Assets Under [\$XX] | Maintenance Fee [\$XX] | | | | | |
| [\$XX] or higher | [\$XX] | | | | | |

Statement of Variability
Group Annuity Contract G-FP3-09 and
Certificate CERT-FP3-09

| <u>Contract Schedule/Title</u> | <u>Variation(s)/Parameters of Brackets</u> | <u>When Used/When Changed</u> |
|---|---|--|
| Contract Schedule I Contributions Limits | <p>The bracketed language shown is for 403(b) plans. The following variation will be used for 401 and 457(b) plans:</p> <p>Contribution limits are as set forth in the Code and in the Plan.</p> | Language used will depend on the plan type to which the Contract is issued as a funding vehicle |
| Contract Schedule I Rollovers | <p>The bracketed language shown is for 403(b) plans. The following variation will be used for 401 and governmental 457(b) plans:</p> <ul style="list-style-type: none"> • <u>For 401 Plans</u> To the extent allowed by the Plan, this Contract shall accept Contributions that are considered rollover eligible amounts in accordance with Code Section 402(c)(4) from an eligible retirement plan described in Code Section 402(c)(8)(B). A separate accounting shall be maintained for the amounts so contributed including separate accounts for the portion of such Contribution otherwise includible in gross income and the portion of such distribution not otherwise includible (i.e., the before-tax and after-tax portion of such Contribution). • <u>For Governmental 457(b) Plans Under Code Section 457(e)(1)(A)</u> To the extent allowed by the Plan, this Contract shall accept Contributions that are considered rollover eligible amounts in accordance with Code Section 402(c)(4) from an eligible retirement plan described in Code Section 402(c)(8)(B). A separate accounting shall be maintained for amounts so contributed including a separate account for the portion of such Contribution that is subject to Code Section 72(t). • <u>For 457(b) Plans of Tax-Exempt Employers (including non-electing church plans of nonqualified church-controlled organizations)</u> <p>Rollovers are not allowed into this Contract.</p> | Language used will depend on the plan type to which the Contract is issued as a funding vehicle. |

Statement of Variability
Group Annuity Contract G-FP3-09 and
Certificate CERT-FP3-09

| <u>Contract Schedule/Title</u> | <u>Variation(s)/Parameters of Brackets</u> | <u>When Used/When Changed</u> |
|--|--|---|
| <p>Contract Schedule I Fixed Plus Account Minimum Guaranteed Interest Rates</p> <p><u>Version A</u></p> | <p>The bracketed rate shown in paragraph (a) may fluctuate in accordance with the Standard Nonforfeiture Law. At the time of contract issuance, the Fixed Plus Account Minimum Guaranteed Interest Rate will be displayed on Contract Schedule I, and that rate, always between 1% - 3%, will be set for the life of the contract.</p> | <p>If the minimum guaranteed interest rate is determined for the life of the contract then Version A will apply and be shown on Contract Schedule I.</p> <p>The Fixed Plus Account Minimum Guaranteed Interest Rate will be determined not more than twice a year as follows:</p> <p>For each contract with an effective date during the first six months (January 1 – June 30) of a particular calendar year, a minimum guaranteed interest rate will be set that is equal to the average of the 5-year Constant Maturity Treasury Rate (CMT) from October and November of the prior calendar year rounded to the nearest 0.05% and reduced by 1.25%.</p> <p>For each contract with an effective date during the second six months (July 1 – December 31) of a particular calendar year, a minimum guaranteed interest rate will be set that is equal to the average of the 5-year Constant Maturity Treasury Rate (CMT) from April and May of that calendar year rounded to the nearest 0.05% and reduced by 1.25%.</p> <p>This rate is subject to a minimum of 1.00% and a maximum of 3.00% as described in the Standard Nonforfeiture Law.</p> <p>The Company will initially use Version A.</p> |

Statement of Variability
Group Annuity Contract G-FP3-09 and
Certificate CERT-FP3-09

| <u>Contract Schedule/Title</u> | <u>Variation(s)/Parameters of Brackets</u> | <u>When Used/When Changed</u> |
|---|--|--|
| <p>Contract Schedule I Fixed Plus Account Minimum Guaranteed Interest Rates (Continued)</p> <p><u>Version B</u></p> | <p>The schedule will show the following variation if the minimum guaranteed interest rate is to be re-determined annually:</p> <p>(a) Each calendar year we will establish a minimum guaranteed annual effective interest rate to apply to amounts held in the Fixed Plus Account. The rate for each calendar year will be:</p> <ol style="list-style-type: none"> 1. The average five-year Constant Maturity Treasury Rate (CMT) reported by the Federal Reserve for October and November of the prior calendar year, rounded to the nearest 0.05%; 2. Minus 1.25%. <p>This rate is reset for each calendar year and is subject to a minimum of 1.00% and a maximum of 3.00%.</p> <p>(b) For each calendar year, we will also set a one-year minimum guaranteed interest rate that will apply to amounts held in the Fixed Plus Account during that calendar year. This rate may be as low as but will never be less than the rate established pursuant to paragraph (a) above. This additional one-year minimum guaranteed interest rate will be established prior to each calendar year and will be made available to the Contract Holder or Participants, as applicable, in advance of the calendar year.</p> <p>(c) The Company, in its discretion, may credit interest at a rate greater than those rates established pursuant to paragraphs (a) and (b) above. We will make available to the Contract Holder or Participants, as applicable, the rate currently begin credited to amounts held in the Fixed Plus Account.</p> | <p>The Company would like to have the option to sell new contracts that will utilize the annual reset methodology described in the Standard Nonforfeiture Law.</p> |
| <p>Contract Schedule I Fixed Plus Account Annual Transfer and Partial Withdrawal Limit</p> | <p>The bracketed 20% is the least we will currently allow to be transferred or withdrawn.</p> | <p>We reserve the right to issue contracts with a percentage that is less restrictive than the bracketed 20% shown. See <u>endnote #1</u> below.</p> |

Statement of Variability
Group Annuity Contract G-FP3-09 and
Certificate CERT-FP3-09

| <u>Contract Schedule/Title</u> | <u>Variation(s)/Parameters of Brackets</u> | <u>When Used/When Changed</u> |
|---|---|--|
| Contract Schedule I Waiver of Fixed Plus Account Transfer Limit | The bracketed \$2,000 is the largest amount for which we would currently allow the waiver of the limit. | We reserve the right to issue contracts with a dollar amount that is less restrictive than the bracketed \$2,000 shown. See <u>endnote #1</u> below. |
| Contract Schedule I Waiver of Fixed Plus Account Partial Withdrawal Limit | <p>In the bracketed list of waivers for this provision, specific waivers may or may not be included in a specific contract when it is delivered. In addition, the following are language variations we may use for specific waiver items:</p> <ul style="list-style-type: none"> • <u>For 457(b) Plans</u>, the following will be used <i>in place of</i> item (d)(2): Due to an unforeseeable emergency as defined in the Code, and when: (1) Certified by the employer; (2) The amount is paid directly to the Participant; and (3) The amount paid for all Withdrawals due to an unforeseeable emergency during the previous [12 months] does not exceed [10%] of the average value of all Individual Accounts under the Contract during that period. • <u>For 401(a) Plans in the government market</u>, the following will be used <i>in place of</i> item (d)(2): For any in-service distribution permitted by the Plan, and when: (1) Certified by the employer; (2) The amount is paid directly to the Participant; and (3) The amount paid for all Withdrawals during the previous [12 months] does not exceed [10%] of the average value of all Individual Accounts under the Contract during that period. • <u>For 457(b) Plans</u>, the following will <i>replace</i> item (e): For any in-service distribution permitted by the Plan, and when: (1) Certified by the employer; (2) The amount is paid directly to the Participant; and (3) The amount paid for all Withdrawals during the previous [12 months] does not exceed [10%] | The waiver of the partial Withdrawal limit for the Fixed Plus Account may vary depending on the characteristics of each Contract Holder and the plan type. |

Statement of Variability
Group Annuity Contract G-FP3-09 and
Certificate CERT-FP3-09

| <u>Contract Schedule/Title</u> | <u>Variation(s)/Parameters of Brackets</u> | <u>When Used/When Changed</u> |
|--|---|--|
| Contract Schedule I Waiver of Fixed Plus Account Partial Withdrawal Limit (Continued) | <p>of the average value of all Individual Accounts under the Contract during that period.</p> <ul style="list-style-type: none"> For <u>457 (b) Plans</u>, the following may be <i>added</i> as item (f): <p>As a loan taken in accordance with the terms of the Plan. The Withdrawal is made on a pro rata basis from each of the Investment Options in which the Individual Account is invested. Certain Investment Options may be excluded from the pro rata Withdrawal requirement as directed by the Participant at the time of the loan Withdrawal and agreed to by the Company.</p> <ul style="list-style-type: none"> For <u>401 Plans</u>, item (e) shown on the Contract Schedule will be deleted and the following may be <i>added</i> as item (e): <p>As a loan taken in accordance with the terms of the Plan. The Withdrawal is made on a pro rata basis from each of the Investment Options in which the Individual Account is invested. Certain Investment Options may be excluded from the pro rata Withdrawal requirement as directed by the Participant at the time of the loan Withdrawal and agreed to by the Company.</p> <p>The bracketed values in this provision are the most restrictive we would impose.</p> | <p>We reserve the right to issue contracts with values that are less restrictive than the bracketed values shown. See <u>endnote #1</u> below</p> |
| Contract Schedule I Waiver of Fixed Plus Account Full Withdrawal Provision | <p>In the bracketed list of waivers for this provision, specific waivers may or may not be included in a specific contract when it is delivered. In addition, the following are language variations we may use for specific waiver items:</p> <ul style="list-style-type: none"> For <u>457(b) Plans</u>, the following will be used <i>in place of</i> item (f): <p>Due to an unforeseeable emergency as defined in the Code, and when:</p> <ol style="list-style-type: none"> (1) Certified by the employer; (2) The amount is paid directly to the Participant; and (3) The amount paid for all Withdrawals due to an unforeseeable emergency during the previous [12 months] does not exceed [10%] of the average value of all Individual Accounts under | <p>The waiver of the five-year payout in the event of a full Withdrawal from the Fixed Plus Account may vary depending on the characteristics of each Contract Holder and the plan type.</p> |

Statement of Variability
Group Annuity Contract G-FP3-09 and
Certificate CERT-FP3-09

| <u>Contract Schedule/Title</u> | <u>Variation(s)/Parameters of Brackets</u> | <u>When Used/When Changed</u> |
|---|--|---|
| Contract Schedule I Waiver of Fixed Plus Account Full Withdrawal Provision (Continued) | <p>the Contract during that period; or</p> <ul style="list-style-type: none"> For 401(a) Plans in the government market, the following will be used <i>in place of</i> item (f): For any in-service distribution permitted by the Plan, and when: (1) Certified by the employer; (2) The amount is paid directly to the Participant; and (3) The amount paid for all Withdrawals during the previous [12 months] does not exceed [10%] of the average value of all Individual Accounts under the Contract during that period. For 457(b) Plans, the following will be <i>added as</i> item (g): For any in-service distribution permitted by the Plan, and when: (1) Certified by the employer; (2) The amount is paid directly to the Participant; and (3) The amount paid for all Withdrawals during the previous [12 months] does not exceed [10%] of the average value of all Individual Accounts under the Contract during that period. <p>The bracketed values in this provision are the most restrictive we would impose.</p> | <p>We reserve the right to issue contracts with values that are less restrictive than the bracketed values shown. See <u>endnote #1</u> below.</p> |
| Contract Schedule I Elections Made By The Contract Holder | If the Contract Holder elects to have this item apply, we will vary the text accordingly to delete the word "not" from the applicable text part(s). | The Contract Holder makes elections at the time of application for the contract. See <u>endnote #2</u> below. |
| Contract Schedule I Withdrawal Restrictions Under the Code | <p>The bracketed language shown is for 403(b) plans. The schedule will show one of the following variations for 401 and 457(b) plans:</p> <ul style="list-style-type: none"> For 401 Plans (a) Withdrawal Restrictions: Limitations apply to Withdrawals as provided by the Code and the Plan. (b) Withdrawals from Designated Roth Accounts – Exclusion from Income: A partial or full Withdrawal from a designated Roth | Language used will depend on the plan type to which the Contract is issued as a funding vehicle. We are required by federal law to provide the actual limits only for contracts issued under Code Section 403(b). |

Statement of Variability
Group Annuity Contract G-FP3-09 and
Certificate CERT-FP3-09

| <u>Contract Schedule/Title</u> | <u>Variation(s)/Parameters of Brackets</u> | <u>When Used/When Changed</u> |
|---|---|--|
| Contract Schedule I Withdrawal Restrictions Under the Code (Continued) | <p>Account will be excluded from income if it is a qualified distribution which means:</p> <p>1. the Withdrawal occurs after the 5-taxable year period measured from the earlier of:</p> <p>(i) the first taxable year the Participant made a designated Roth Contribution to any designated Roth account established for the Participant under the same applicable retirement plan as defined in Code Section 402A, or</p> <p>(ii) if a rollover Contribution was made from a designated Roth account previously established for the Participant under another applicable retirement plan, the first taxable year for which the Participant made a designated Roth Contribution to such previously established account; and</p> <p>(2) the Withdrawal occurs due to a death benefit distribution to a beneficiary, disability as defined by the Code, or after attainment of age 59 1/2.</p> <ul style="list-style-type: none"> • <u>For 457(b) Plans:</u> Limitations apply to Withdrawals as provided by the Code and the Plan. | |
| Contract Schedule I Required Distributions | <p>The bracketed language shown is for 403(b) plans. The schedule will show the following variations for 401 and 457(b) plans:</p> <ul style="list-style-type: none"> • <u>For 401 Plans:</u> Generally, distributions must begin no later than April 1 following the calendar year in which a Participant attains age 70 ½, or retires. The distribution of benefits to a Participant who is a five percent owner must begin by April 1 following the calendar year the Participant attains age 70 ½. • <u>For 457(b) Plans:</u> Generally, distribution must begin no later than the April 1 following the later of the calendar year in which a Participant attains age 70 ½ or retires. | Language used will depend on the plan type to which the Contract is issued as a funding vehicle. |

Statement of Variability
Group Annuity Contract G-FP3-09 and
Certificate CERT-FP3-09

| <u>Contract Schedule/Title</u> | <u>Variation(s)/Parameters of Brackets</u> | <u>When Used/When Changed</u> |
|---|---|--|
| Contract Schedule I Contract Beneficiary | The schedule will show the following variation for 403(b) voluntary plans: The Contract beneficiary is named by the Participant. | The language used will depend on the specific plan characteristics. |
| Contract Schedule II Payment Period | The bracketed time period of at least five years and no more than 30 years is the most restrictive we would impose. | We do not foresee changing the bracketed time period although we reserve the right to do so on a case-specific exception basis, to accommodate the annuity provisions in a plan. See <u>endnote #1</u> below. |
| Contract Schedule II Fixed Annuity Minimum Guaranteed Interest Rate | The bracketed amount is the least we will credit. The minimum guaranteed interest rate will never be less than 1%. | We reserve the right to issue contracts at some future time with a minimum rate greater than 1%. However, we do not foresee any increase unless there is a significant, sustained change in the economic environment. See <u>endnote #1</u> below. |

Endnotes:

1. Explanation of bracketed values:

As detailed throughout this Appendix A, whenever we have stated that we reserve the right to issue documents (contracts, certificates and/or endorsements) with values or items that are different from the ones shown, ILIAC intends to do so in an equitable and non-discriminatory manner following our established rules. ILIAC therefore requests permission to issue such documents with the variations described without the need for resubmission to the insurance department for approval. See the filing cover letter for more details in this regard.

2. Elections Made by the Contract Holder:

At the time of application to the contract, a prospective Contract Holder may make (depending on circumstances) an irrevocable election to have the "Equity Wash Restrictions and Limitations Option (for Participants)" provision apply to the contract. If this option is elected, the terms of section 3.06 will apply to Participants instead of the provisions under sections 3.02, 3.03 and 3.04.



ING LIFE INSURANCE AND ANNUITY COMPANY

Actuarial Memorandum

Form G-FP3-09 (Fixed Plus Account)

I. Description of Contract Characteristics

This Policy Form is a group, fixed, deferred annuity contract.

A. Individual Account Value

The Individual Account value for the Fixed Plus Account is equal to:

1. The total of all Contributions;
2. Plus any interest added on the amount in the Fixed Plus Account;
3. Minus any applicable maintenance fees, any amounts withdrawn, or used to purchase Annuity payments, or any applicable Premium Tax; and
4. Minus any applicable fees or charges deducted.

B. Withdrawal Provisions

There are no withdrawal charges associated with this contract. The Participant may request a partial withdrawal from the Fixed Plus Account, subject to the provisions of the contract for Partial Withdrawals.

The Contract Holder or a Participant, as applicable, may make a full Withdrawal from the Fixed Plus Account, subject to the Full Withdrawal of the Total Amount in the Fixed Plus Account provisions in the contract. ING will pay the applicable amount with interest in a manner consistent with the Fixed Plus Account Minimum Guaranteed Interest Rates section of the contract, in five payments as follows, unless, for Withdrawals requested by a Participant, the waiver described in the Waiver of Fixed Plus Account Full Withdrawal Provision applies:

1. One-fifth of the following amount: The Individual Account value, or the value of the sum of all Individual Accounts, as applicable, in the Fixed Plus Account as of the Business Day we receive the Withdrawal request in Good Order at our Home Office reduced by the amount, if any, transferred, withdrawn, taken as a loan (if allowed under the contract) or used to purchase Annuity payments during the prior 12 months. We also reserve the right to reduce the amount available by deducting any amount withdrawn under a Systematic Distribution Option; then
2. One-fourth of the remaining amount 12 months later; then
3. One-third of the remaining amount 12 months later; then
4. One-half of the remaining amount 12 months later; then
5. The balance of the Individual Account value, or the balance of the value of the sum of all Individual Accounts, as applicable in the Fixed Plus Account 12 months later.

Once we receive a Withdrawal request in Good Order, no additional Transfers, partial Withdrawals or loans are allowed. The Contract Holder or Participant may cancel a full withdrawal request from the Fixed Plus Account at any time.

II. Individual Account Value Assumptions

A. Interest

Purchase Payment(s) allocated to the Fixed Plus Account will earn no less than the Minimum Guaranteed Interest Rate set between 1.00% and 3.00%, in accordance with the NAIC Model Standard Nonforfeiture Law. The Fixed Plus Account Minimum Guaranteed Interest Rate will never be less than the statutory minimum required by the state in which this contract is issued

B. Transaction Fees and Charges

The maximum annual maintenance fee for this contract is \$50.

This memorandum has been prepared for use only by the state insurance department actuary reviewing the filing submitted for approval of the contract listed above. It should not be used for any other purpose, or by any other party.

Respectfully submitted,



Andrea Cordani, FSA, MAAA
ING Life Insurance and Annuity Company